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VOL. XLIV., No. 12.

## The Solicitors' Journal and Reporter.

LONDON, JANUARY 20, 1900.

\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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### CURRENT TOPICS.

DURING the absence of Mr. Justice WRIGHT on circuit, urgent company (winding-up) cases will be taken by Mr. Justice COZENS-HARDY.

THERE WILL be found elsewhere a statement of the objects of the new combination of provincial law societies which we understand has now been fully constituted, and is to be known as the Yorkshire Union of Law Societies. We gather (though we are not so informed authoritatively) that it is to be pre-eminently a fighting body, for the purpose of resisting encroachments on the interests of the profession, and the undue increase of officialism. As hardly a session of Parliament passes without some attempted encroachment, it is obvious that the existence of such a body is likely to be of the greatest service to the profession in general. There are no fighters, in point of stubbornness, equal to Yorkshiremen, and now that they have combined themselves in a powerful union we may anticipate very satisfactory results. There will, we anticipate, be no vestige in their action of the craving for compromise which has of late years been the bane of the older organizations. But, in addition to this, the objects set forth in the statement comprise many of great value, such as, for instance, the settlement of disputed points of practice, and questions of professional usage among solicitors, and the encouragement and assistance of legal education. We cordially welcome the new union.

MR. JUSTICE COZENS-HARDY, in his address at Liverpool on the Study of the Law, was a little hard on the Council of the Incorporated Law Society. He is reported to have said he was not quite sure that the heresy, which he reprobated—namely, that law was a branch of education which could be learned just as a handicraft might be mastered—"did not lurk within the walls of the Incorporated Law Society of London, which had deliberately given up the teaching of law and had confined itself to examining in law." No doubt by this the learned judge meant that the society had given up the scientific teaching of law by means of lectures; as our readers would observe in our advertisement columns last week, it still maintains a somewhat elaborate system of tuition by means of classes for town students and by

means of postal instruction for country students. This instruction is, however, aimed at preparation for the examinations of the society and is modelled on the system of the well-known law tutors. The point in the learned judge's observations which does not seem to us to be quite just is the suggestion that the Council deliberately abandoned the scientific teaching of law by means of lectures owing to a belief that "law could be learned just as a handicraft might be mastered." We believe we are correct in saying that there were few members of the Council who did not regret the necessity for the change in the mode of instruction adopted. But the lectures of the society had practically become deserted by the articulated clerks, who flocked to the classes of the "coaches"; and the adoption of some different system appeared to be necessary if the society was to retain any control over the instruction of law students. The system of tutors was tentatively adopted, for one reason, probably, in order that it might be seen whether the law school of the new Teaching University of London could be made available for articulated clerks.

OF THE various kinds of contempt of court which may be committed we fortunately very rarely come across that kind which Lord HARDWICKE in *Champion v. St. James's Evening Post* (2 Atk. 469) characterizes as "scandalizing the court itself." Ordinarily contempt either takes place in the face of the court or is constituted by comments on pending proceedings of such a nature as to affect the administration of justice. Upon proceedings which are closed comments are freely indulged in, but the judgment of the Privy Council in the recent case of *McLeod v. St. Aubyn* shews that these also may amount to contempt if they reflect unduly upon the conduct of the judge. "Committals for contempt of court by scandalizing the court itself," said Lord MORRIS, in delivering the judgment of the Committee, "have become obsolete in this country. Courts are satisfied to leave to public opinion attacks or comments derogatory or scandalous to them. But it must be considered that in small colonies, consisting principally of coloured populations, the enforcement in proper cases of committal for contempt of court for attacks on the court may be absolutely necessary to preserve in such a community the dignity of and respect for the court." But while the power of committing for contempt of court on the ground of scandalous comments on the court was thus upheld, it was clearly shewn that in the case in question the power had been exercised without sufficient cause. The scandalous matter complained of referred to a judge of a West India island, and was contained in a paper which circulated in the island. The appellant, who was a barrister practising before the judge, was a subscriber to the paper, and received his copy of the issue in question. Before he had read it, and without knowing the nature of its contents, he lent it to a friend and proceedings were subsequently taken against him for contempt of court in publishing the scandalous matter. Upon the facts reduced to this compass there was obviously no ground for implicating him in the contempt at all. It is hard enough when the printer and publisher of a paper are made liable for matter which they innocently publish, but, as Lord MORRIS observed, they intend to publish and cannot justify themselves upon the ground that they do not know the contents. The paper is under their control and it is their duty to exclude improper matter. But a subscriber to a paper who simply passes it on unopened violates no duty whatever and commits no contempt.

THE DOCTRINE of "dependent relative revocation" of a will is a curious instance of the indulgence sometimes allowed to ignorance of law. In general parties have to take the consequences of an act done under a mistake of law, and it might be supposed that when a testator destroys his will with the intention of revoking it, such revocation would be effectual notwithstanding that the testator has been acting under a mistaken view of the consequences of the destruction. The case frequently happens where the testator destroys a valid will with the intention either that some previous will shall be revived or that some other instrument shall take the place of the destroyed

will. A former will cannot, however, be revived without re-execution, and it is possible that the substituted instrument may be invalid as a will. In either case, then, the testator, though clearly meaning to revoke the existing will, does not, if the revocation is taken to be final, attain the object he has in view, and, notwithstanding that this result is due to his mistake as to the law, it is well settled that indulgence must be granted, and the revocation treated as only conditional or dependent. The revocation is dependent upon the instrument to which it relates taking the place of the will revoked, and if the relative instrument does not fulfil this condition, then the revocation does not operate. An express intention to revoke, it was said by GRANT, M.R., in *Ex parte Earl of Ilchester* (7 Ves., p. 379), if only subservient to another purpose for which it is incompetent, effects no revocation. At one time it appears to have been considered that the doctrine applied only where the testator meant to substitute a new testamentary instrument, and such instrument was ineffectual. Hence, where the intention was to revive an earlier will, no indulgence was allowed, and the result was an intestacy: *Dickinson v. Swatman* (30 L. J. P. & M. 84). But this restriction upon the rule was rejected by Lord TRURO in *Powell v. Powell* (L. R. 1 P. & D. 209), and a destruction of a will, done solely with a view to reviving a previous will, was held to be no revocation. "In both cases," it was said, "the act is referable, not to any abstract intention to revoke, but to an intention to validate another paper; and as in neither case is the sole condition upon which revocation was intended fulfilled, in neither is the *animus revocandi* present." In the case of *Cossey v. Cossey* (Times, 12th inst.), before BUCKNILL, J., recently, a will had been duly executed in April, 1899. In the following month, the testator, in the presence of his wife and a servant, said he was going to destroy his will because he desired to revive an earlier will, and he destroyed it accordingly. The intention to revoke was thus clearly dependent on the revival of the earlier will, and the case fell within the rule above stated. Probate, therefore, was granted of the will destroyed.

THE DIFFICULTY which often arises in properly stating in an indictment for larceny the owner of the thing stolen was illustrated this week in the case of *Reg. v. Swinson* at the Old Bailey. The facts, shortly, were, that A. had lost a purse which had been picked up by B. After examining its contents and finding them to be of considerable value, B. put the purse aside with the intention of waiting to see if a reward would be offered. Meanwhile the prisoner stole the purse from B. The indictment in one count laid the property in A., and in a second count laid it in B. The question was raised upon which count the prisoner could be convicted, and the recorder was prepared to state a case in the event of the jury convicting upon either one or the other count. The jury, however, found a general verdict of "guilty," without any sort of qualification, as they had an undoubted right to do if they chose. There was, therefore, no ground for stating a case, and the question has been left unsolved. It is submitted, however, that each count was good, and that a conviction upon either would have been upheld. A., the real owner of the purse, had never relinquished possession of the purse in law. He had dropped it accidentally, and had no intention of parting with the possession. It is well established that the possession in law of the true owner cannot be divested by a wrongful taking; and it is submitted that where actual possession is lost only by accident a similar principle of constructive possession applies, and that A. continued in constructive possession of the lost purse while it was in the actual possession of B. Again, there was a kind of conditional ownership of the purse in B., the finder. An old and well-known case established that a finder has a good title to the thing found, the owner of which he does not know, against all the world except the true owner; and that he has the right to maintain trover for it against any other person who deprives him of the possession of it. B. apparently had this sort of special ownership in the purse when the prisoner stole it, and it is submitted that the count laying the property in B. was good also. Cases are common in which the property may be laid in either one or the other of two persons in an indictment for larceny. Thus, it is firmly



established that if goods are stolen from a bailee of the goods, the property in them may be laid either in the bailor or the bailee.

A VERY interesting question under the Vagrancy Act, 1824, has been raised lately at more than one police-court and seems likely to arise in many unions. The question is, whether a man who becomes a patient in the union infirmary suffering from delirium tremens is liable to be convicted under the Act as an idle and disorderly person who "being able wholly or in part to maintain himself, or his family, by work or other means, and wilfully refusing or neglecting so to do," has by such refusal or neglect caused himself, or his family, to become chargeable to the union. The question is by no means an easy one, and boards of guardians will probably not be content until it is answered by the High Court. Delirium tremens is a temporary insanity, or disease of the mind, caused by a course of excessive drinking. Drunkenness is no excuse for the commission of crime, but if a person suffering from delirium tremens commits a criminal act, he is not responsible. In a charge under the Vagrancy Act, however, no complaint is made of any act committed while in a state of insanity. The complaint is that the accused wilfully continued a course which ended in his becoming unable to work or to support himself or his family because of insanity. It is argued that wilfully doing an act which renders him incapable of working or supporting himself or his family is equivalent to wilfully refusing or neglecting to work and support himself or his family, and that therefore he comes within the meaning of the Act. An attempt has been made to convict a man as an idle and disorderly person who had been earning good wages, and who, although he had drunk to excess, had not allowed his habits to prevent him from doing his work; but who became incapable of working, and therefore chargeable to the parish, through delirium tremens. This certainly seems to be an attempt to make the Vagrancy Act cover a state of things which could never have been contemplated by its authors, and to stretch its meaning beyond what it can fairly bear. Drunken habits do not always, or even usually, lead to delirium tremens, and a man may drink to excess for years and probably escape the disease. This being so, it is hard to say that a man who, in spite of his drunken habits, has supported himself by his work, has by construction of law wilfully refused to work, because he has become insane in consequence of these habits. As long as he was sane he supported himself, and as long as he had the power of exercising his will he desired to work and support himself. How can he be said to have wilfully refused to work because his drunkenness brought him to a state which he did not anticipate, and which was by no means a necessary consequence of his habits? It must be admitted that there is something to be said on each side, and it is possible that the High Court may sanction this suggested method of punishing drunkards. If these prosecutions are to go on, however, it is certainly most advisable that an authoritative decision should be obtained on the question.

AN INTERESTING question as to what constitutes a sale for the purposes of the Stamp Act was decided by a Divisional Court (DARLING and PHILLIMORE, JJ.) in *Great Northern Railway Co. v. Commissioners of Inland Revenue* (48 W. R. 170). The Railway Clauses Act, 1845, as is well known, provides in a somewhat singular manner for the safety of a line where minerals are situated beneath it. Under section 77 the company is not entitled to work the minerals unless they have been expressly purchased; but they are deemed to be excepted out of the conveyance. The minerals and the right to work them accordingly remain in the former owner of the land, but under section 78 he is debarred from exercising his right of working until he has given thirty days' notice to the railway company, and if the company consider that the working will damage the railway, and are willing to make compensation, then the section provides that the owner "shall not work or get the same." In the present case this procedure had been followed with respect to coal situated under a part of the line of

the Great Northern Railway Co., and a sum of £1,099 had been assessed as the amount payable for compensation. The mine-owners executed an instrument under seal by which they acknowledged the receipt of this sum and undertook to leave the coal unworked. Upon the instrument being presented for adjudication the Inland Revenue authorities contended that it fell under the head in the schedule to the Stamp Act of "Release or renunciation of any property, or of any right or interest in any property, upon a sale," and was consequently liable to an *ad valorem* duty in respect of the sum of £1,099. But though for the purpose of the Stamp Act a wide meaning has been given to "sale," yet the term necessarily involves the transfer of property. "I do not know," said LINDLEY, L.J., in *Foster v. Commissioners of Inland Revenue* (1894, 1 Q. B., p. 528), "what is necessary to constitute a sale, except a transfer of property from one person to another for money, or, for the purposes of the Stamp Act, for stock or marketable securities." Thus, a transfer of property and a suitable consideration are the irreducible minimum of the requirements for a sale, and in the present instance the former essential was wanting. The arrangement under section 78 of the Railway Clauses Act transfers no property; it simply deprives the mineral owner of his right of working. "Under the 78th section," said BRETT, L.J., in *Errington v. Metropolitan District Railway Co.* (30 W. R. 663, 19 Ch. D., p. 575), "after the compensation has been paid by the railway company the minerals do not belong to the railway company. They continue to be the property of the landowner. The railway company cannot touch the minerals. If all they have done is to pay the compensation under section 78, they cannot touch them. It is true that the landowner to whom those very minerals belong cannot touch them, and it is because he cannot touch them that the compensation is given to him, but the property in them remains in him." There being thus, upon proceedings under section 78, no transfer of property, it follows that there is no sale, and an instrument by which the mine-owner expressly releases his right to work the minerals is not a release "upon a sale." It was held, therefore, that the instrument in the present case required a stamp of only 10s.

IN THE CASE of *Jackson v. Plympton St. Mary Rural District Council* COZENS-HARDY, J., had to decide a question of liability arising under the terms of a provisional order (confirmed by Parliament) for extending the boundaries of a borough. Orders altering local areas and containing provisions similar to the clauses in question in this case are commonly made by county councils and the Local Government Board, and difficult questions frequently arise as to the meaning and effect of their provisions. In the case referred to there was not much room for doubt; but the decision is worth noting as throwing some light on the effect of similar provisions on other states of fact. In March, 1898, an action was brought against the rural district council claiming an injunction in respect of a nuisance alleged to be caused to the plaintiff by the overflow into his waters of sewage matter carried by the defendants from certain houses within their district along their sewers into a cesspool. While the action was pending, the Local Government Board made a provisional order (under section 54 of the Local Government Act, 1888) extending the boundaries of the borough of Devonport by including in it a part of the rural district including the houses, sewers, and cesspool in question. This order was confirmed by Act of Parliament, and came into force on the 9th of November, 1898. In May, 1899, the Corporation of Devonport were added as defendants, and in July both defendants gave an undertaking to the plaintiffs which settled the point in dispute in the action. It remained to be determined which of the defendants should pay the costs of the action. The provisional order contained a clause providing that proceedings pending against the district council in relation exclusively to any part of the areas added to the borough should not be prejudiced, but might be prosecuted against the corporation; and a further clause providing that all liabilities at the commencement of the order attaching to the district council in relation exclusively to any part of the added areas should be transferred to, vest in, and be

attached to the corporation as urban sanitary authority. It was argued that if the provisional order had not been made, these costs would have been general expenses of the district council payable out of rates levied over the whole district, and not special expenses charged upon the area containing the houses and sewers; and that, therefore, the liability to pay them did not exclusively relate to the added area, and was not transferred to the corporation by the order. But the learned judge held that, as the whole liability in the action arose in relation to premises situate in the added area, the clause applied, and the corporation was rendered solely liable.

THE CASE of the *Pharmaceutical Society v. White*, before the Divisional Court this week, is a striking instance of the way in which the most useful bodies sometimes misdirect their energies in an excess of zeal to attain their laudable ends. The Pharmaceutical Society has rendered, and will no doubt continue to render, great services to the community in protecting it against the terrible consequences which ensue if the sale of poisons is not strictly confined within the limits of the Pharmacy Acts. It is also undoubtedly desirable that the provisions of those Acts should be strictly applied. But it is difficult to see how in the case in question any harm could possibly arise from the course of business pursued, even if it was technically an offence within the Act. The defendant, who was not a registered chemist within the Pharmacy Act, 1868, took orders for a weed-killer, admittedly a poison within that Act, from a firm in Liverpool, getting 25 per cent. of the price as commission. No weed-killer was kept in stock, but the defendant sometimes took the orders himself and received the money, and sometimes referred the buyer direct to the Liverpool firm. In all cases the order was executed by the Liverpool firm, and the defendant, if the poison was sent to him, simply handed it over to the buyer. The offence, if any—and the court found there was none—could only have been a very technical one, and there is plenty of scope for the exercise of the vigilance and energy of the society in other directions.

A PERSON charged under the Prevention of Cruelty to Children Act, 1894, may, it is provided by that Act, be called as a witness on his own behalf, and if so called might doubtless be cross-examined as rigorously as in the case of an ordinary witness: see the ruling of Lord RUSSELL, O.J., in *Reg. v. Gauthrop* (59 J. P. 377). But by section 1 (f) of the Criminal Evidence Act, 1898, an accused person who elects to give evidence cannot be questioned as to any other offence of which he may previously have been convicted, or as to his being of bad character, except in certain specified cases there enumerated. In *Charnock v. Merchant* a Divisional Court recently quashed the conviction of a schoolmaster whom justices had convicted under the Prevention of Cruelty to Children Act, 1894, of an assault on a pupil, because the justices had allowed the solicitor for the prosecutor to question the schoolmaster as to a previous conviction for a similar offence, which he had been obliged to admit. There can be no doubt that the decision is correct, and it should be remembered that the cross-examination of a person, prosecuted under any of the numerous Acts which enable an accused person to give evidence on his own behalf, is now restricted within the limits prescribed by section 1 (f) of the Criminal Evidence Act, 1898.

In the course of the hearing of a case before Mr. Justice Day on Thursday last, says the *Times*, it transpired that the plaintiff's solicitor had obtained from his client an assignment of the prospective damages as a security for costs. A summons was then taken out to make the solicitor a joint-plaintiff, whereupon he cancelled the assignment. His lordship, in summing up, commented adversely on such arrangements, and said that they were viewed with dislike by the courts, whose officers solicitors were.

We expressed the hope the other day, says the *Daily News*, that the case of articled clerks volunteering for service in South Africa would be favourably considered by the authorities. It is hard that a young fellow should be mulcted for serving his country by losing all his time. We are glad to learn that the Council of the Incorporated Law Society have considered this matter, and without any dissentient voice have decided to do whatever is possible to meet the difficulty. Probably, however, an Act of Parliament or a clause in some Government Bill will be necessary.

#### THE INVALIDITY OF ARTICLES EXCLUDING SECTION 161 OF THE COMPANIES ACT, 1862.

THE recent decision of STIRLING, J., in *Payne v. The Cork Co. (Limited)* (*Times*, 13th inst.) emphasizes in an important manner the present tendency to protect shareholders against any infringement by the articles of association upon the statutory safeguards which have been provided for them. The question on the present occasion has arisen upon the construction of articles which, in a manner commonly adopted, vary the rights given by section 161 of the Companies Act, 1862, to shareholders who dissent from a sale upon an arrangement under a voluntary winding up. The section applies only in the case where a company is proposed to be or is in course of being wound up altogether voluntarily, and the whole or a portion of its business or property is proposed to be transferred or sold to another company. The liquidators may, with the sanction of a special resolution, take the purchase consideration in the form of shares of the purchasing company for the purpose of distribution among the members of the liquidating company. Any member, however, who has not voted in favour of the special resolution may, within seven days after the meeting at which the resolution is passed, express his dissent in writing, and thereupon the liquidator must either abstain from carrying the arrangement into effect, or must purchase the interest held by the dissentient member at a price to be determined in the manner specified in section 162; that is, by agreement, or in case of dispute, by arbitration under the provisions of the Companies Clauses Act, 1845. In practice, however, it has been found desirable to avoid this recourse to arbitration, and to provide that a dissentient shareholder shall not have the rights given by section 161, but instead shall be entitled to require the liquidator to sell the shares in the purchasing company to which he would be entitled, and to pay over the net proceeds to him.

The common clause in the form just stated aims directly at varying the statutory rights of dissentient shareholders upon a sale made by the liquidator under the statutory power. In *Payne v. The Cork Co. (Limited)* (*supra*) the precaution was adopted of supplementing the statutory power of sale by a special power under the articles. Article 130 of the articles of association of the company provided that the liquidator might (irrespective of the powers conferred upon him by the Companies Acts, and as an additional power), with the authority of a special resolution, sell the undertaking of the company for shares in any other company, and provision was made for the distribution of such shares among the members of the selling company. Article 131 provided that upon any sale under this special power, or under the powers of section 161 of the Companies Act, 1862, dissentient members should not be entitled to require the liquidator to purchase the interest in the company, but should only have the right to require him to sell their shares in the purchasing company, and pay over to them the net proceeds.

The validity of excluding in this manner the rights which the Legislature has conferred upon the shareholders has always been doubtful, and more especially so since the Court of Appeal, affirming the decision of BYRNE, J., in *Re Peveril Gold Mines (Limited)* (46 W. R. 198; 1898, 1 Ch. 122), disallowed an article depriving a shareholder of his right, under section 82 of the Act of 1862, to present a petition for winding up. Under that section such a petition may be presented either by a creditor or by a contributory, but the articles of association prohibited any member from petitioning save under certain specified circumstances. It was argued that the articles of association formed a contract between the members of the company, and since this particular term of the contract was not illegal, any members who so desired were entitled to have it observed. But, while BYRNE, J., did not dispute that a particular shareholder might actually enter into an agreement releasing his statutory right, he refused to allow that such effect could follow upon a general condition contained in the articles. "I consider," said the learned judge, "that the terms of the section are intended to confer a right of which a contributory cannot be deprived, either entirely or in a modified way, by the terms of the articles of association, unless upon the footing that by



becoming a shareholder the petitioner has done what is equivalent to validly releasing an individual legal right, and I am of opinion that he has not done so." And again: "If the articles are to be regarded as part of the terms of the contract between the company and the person applying for shares, I am of opinion that the company had no right, having regard to the Act of Parliament, to enter into such a contract as a condition and part of the general contract binding upon all shareholders, whatever separate and distinct bargain they might have the power to make with an individual who happened to be or desired to become a shareholder."

This view as to the impossibility of any general exclusion by the articles of a statutory provision was emphatically indorsed by the Court of Appeal, LINDLEY, L.J., at the same time declining to express any opinion as to the possibility of a valid contract excluding the statutory right of petitioning being made between an individual member and the company. "To say," he observed, "that a company is formed on the condition that its existence shall not be terminated under the circumstances, or on the application of the persons mentioned in the Act, is to say that it is formed contrary to the provisions of the Act, and upon conditions which the court is bound to ignore."

The case of an article excluding the rights of dissentient shareholders under section 161 is not perhaps quite so strong as that of an article modifying the statutory mode for procuring the winding up of the company, but it is difficult to distinguish between the two cases, and, in the face of the above judgments, to allow any alteration of statutory rights by a general condition contained in the articles. From the headnote to *Cotton v. Imperial, &c., Investment Corporation* (1892, 3 Ch. 454) it would appear that CHITTY, J., in that case allowed section 161 to be excluded by the memorandum of association, but, in fact, the sale which was there in question was not made in the winding up of the company, and section 161 accordingly did not apply. The exclusion of section 161 was also considered in *Ex parte Fox* (L. R. 6 Ch. 176), but there the company had introduced a clause excluding the section with an immediate view to winding up, and it was held that it could not, under such circumstances, be supported.

The invalidity of an article excluding section 161 appears, however, to have been already practically decided by the decision of the Court of Appeal in *Baring-Gould v. Sharpington, &c., Syndicate* (1899, 2 Ch. 90). There the articles provided that in the event of a sale under section 161 the purchase-money to be paid for the interest of any dissentient member was to be such sum as the liquidator could obtain by selling the shares in the purchasing company to which the dissentient shareholder would be entitled; and it was contended that the clause constituted an "agreement" between the company and each member as to the price to be paid within the provision of section 162. The Court of Appeal refused, however, to see in the general agreement to be inferred from the articles any such particular agreement between the liquidator on the one hand and the dissentient shareholder on the other as section 162 contemplates; and LINDLEY, L.J., fortified this conclusion by the consideration that otherwise the articles would prejudice the statutory rights of the shareholder. "Any contrary interpretation," he said, "of that section would come to this, that the company could by the articles of association made beforehand—before there was any dispute with a dissentient member—bind all the members, and deprive them of the benefits conferred on them in the event of their becoming dissentient members under section 162. I do not think this can be done by the articles of association."

This opinion controls the present case of *Payne v. The Cork Co. (Limited)* unless the additional power conferred upon the liquidator to sell independently of section 161 could be regarded as efficient to deprive the dissentient shareholder of his statutory rights. But STIRLING, J., refused to allow the section to be evaded in this manner. The articles, he said, conferred a power to sell without regard to the safeguards of section 161. But this, in the learned judge's opinion, was beyond the power of the company. The Legislature had pointed out the terms upon which a sale in consideration of shares should be made, and the sale must be carried out in that way or not at all. It would appear, therefore, that all statutory safeguards provided for shareholders

must be taken to prevail over any provisions to the contrary contained in the articles of association, and that devices, whether direct or indirect, intended to avoid this result are ineffectual.

#### AGREEMENTS BY THIRD PARTIES IN CONSIDERATION OF MARRIAGE.

THE parties to an intended marriage are generally anxious to be assured beforehand of being able to make some provision for the issue of the marriage, and, when they have not sufficient property to make it worth while to enter into a formal settlement, or when one of them has property and the other has not, it frequently happens that some third party, probably the father or some near relation of one of the contracting parties, is approached with a view to obtaining from him an undertaking to leave by his will to his son or daughter, as the case may be, a certain share of his property, which share it may or may not be intended to bring into settlement. It is obviously, then, of great importance that the principles applicable to transactions of this nature with third parties should be clearly understood in order that the parties to the intended marriage may not be misled by delusive statements or loose expressions of intention which cannot be enforced; and it is peculiarly important in cases such as *Farina v. Fickers* (ante, p. 157), recently decided by COZENS-HARDY, J., in which there is no question of a formal settlement, legal advice is dispensed with, and the intended husband is in a delicate position which precludes him from insisting upon the transaction being carried through on a business footing.

The broad principle governing cases of this description was laid down by the Lord Chancellor in *Hammersley v. De Biel* (12 Cl. & Fin. 45, at p. 78) to be that "if a party holds out inducements to another to celebrate a marriage, and holds them out deliberately and plainly, and the other party consents and celebrates the marriage in consequence of them . . . a court of equity will give effect to the proposal," and the application of this broad principle to the facts of each particular case must ultimately decide whether the third party is liable or not. Wide, however, as this principle is, it will be seen that it is really based on contract. Such inducements or representations constitute an offer or proposal which, upon celebration of the marriage, becomes a binding agreement: see the judgment of Lord BROUGHAM in *Hammersley v. De Biel* (supra) and *Jordan v. Money* (5 H. L. Cas. 210). Unless this limitation is recognized, the principle would seem to include parol promises, and would in effect run counter to the express provision of the Statute of Frauds (29 Car. 2, c. 3, s. 4), that "no action shall be brought to charge any person upon any agreement made in consideration of marriage unless the agreement . . . shall be in writing, and signed by the party to be charged therewith": *Mannell v. Hedges* (4 H. L. Cas. 1055), *Warden v. Jones* (3 De G. & J. 84). Of course such a parol agreement may become enforceable by reason of some act of part performance, but marriage only is not such an act, and must not be relied upon. It is clear, then, that reliance must not be placed on verbal promises, but that it is desirable at the least that some letter or memorandum should be obtained from the third party embodying those promises.

But there still remains for consideration perhaps the most difficult point of all in connection with transactions of this class, even when put into writing—namely, whether the words used amount to an inducement deliberately held out, and intended to be acted upon, within the principle of *Hammersley v. De Biel*, or whether they are nothing more than an expression of the benevolent intentions of the third party, which he may or may not carry out. It may often happen that the language of the letter, or note, or memorandum which is relied upon is capable of either construction. It may even be that, on the face of it, it is an expression of intention and nothing more. In such a case the court will have regard to the substance of the transaction. The real test would seem to be, whether the representation of the third party's intention was made under such circumstances as to amount, not merely to a declaration of intention, but to a promise to adhere to that intention, upon which the other party is intended to act and does act. The difference between such a mere expression of intention and an expression of intention equivalent to a promise

is well illustrated by the cases of *Hammersley v. De Biel* and *Maunsell v. Hedges* (*supra*). In the latter case the uncle of the intended husband, though he was desirous that the marriage should take place, had refused to make a settlement on his nephew, and had stated his intention not to put any of his property out of his power so long as he lived. However, he wrote a letter, which his nephew shewed to the lady's trustees, saying, "I have made my will, and that will remain as it is unless some unforeseen occurrence should happen." Under this will his nephew would have come into certain property. This was clearly a mere representation of intention upon which the other parties might act or not as they pleased. His right to change his mind is distinctly reserved, and the whole correspondence proved that he meant to retain that right, and the House of Lords so held. In *Hammersley v. De Biel*, it is true that the phraseology used expressed merely intention. For the words relating to the sum in dispute ran "intends to leave a further sum of £10,000 in his will . . . to be settled on her and her children, the disposition of which, supposing she has no children, will be prescribed by her father." But these words were used in a document expressly stated to be the basis of the marriage contract, and imposing as a condition upon the intended husband the obligation to make a certain settlement, and further containing a statement that he could "act upon" that document. Having regard to all the circumstances, there could be no doubt that the words were, not a mere expression of intention, but an integral part of the offer.

*Farina v. Fickers* affords a good illustration of the sort of misunderstanding likely to arise when the negotiations are conducted by an informal correspondence. There the intended husband wrote to the father asking his leave to marry his daughter, and, apparently, as to her means. The father, in reply, wrote, "My daughter will have a share of what I leave after the death of her mother." The husband kept this letter, looking upon it as a promise that his wife would share equally with her brothers and sisters after the mother's death. He also executed a settlement on his wife, when the father attended to signify his assent to the marriage. There was no evidence to shew that the husband executed his settlement on the faith of the father's letter. Even if he did, it is clear (as was held) that, standing alone, the letter merely expressed the father's intention to leave his daughter a share of his property, leaving it open to him to change his mind if he wished. From a consideration of the above cases, it is quite clear that a mere representation of an intention, without more, cannot be enforced against a third party, and that it is dangerous to act on anything short of a clear agreement in writing.

## REVIEWS.

### BOOKS RECEIVED.

*Law and Practice in Divorce and other Matrimonial Causes.* By W. J. DIXON, Barrister-at-Law. Third Edition, Revised to Date. William Clowes & Sons (Limited).

*The Law as to the Appointment of New Trustees, with Appendices containing Forms and Precedents and Material Sections of the Trustee Act, 1893, and the Lunacy Acts, 1890 and 1891.* By J. M. EASTON, Barrister-at-Law. Stevens & Haynes.

*Practice and Usage in the Solicitors' Profession. A Selection of Opinions Expressed during the Period 1835 to the End of Trinity Sittings, 1899, principally by the Council of the Incorporated Law Society.* The Incorporated Law Society.

## CORRESPONDENCE.

### "A CHANCE FOR THE BAR."

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the letter which Mr. Harvey Clifton addressed to you and which you published a week or so ago, in which Mr. Clifton suggested, having regard to the necessities of the present time, that barristers should be called upon to contribute in revenue to the Government a duty similar in amount and upon the same basis as solicitors (with which proposal I and many others agree), I see Mr. Augustine Birrell, Q.C., M.P., in a speech which he made this week at

Sheringham, said that the man that could invent a new tax at the present time ought to be rewarded. Mr. Birrell went on to say that no system was satisfactory unless founded upon the principles of justice and equity.

How does Mr. Birrell reconcile the present one-sided method of taxation in regard to the legal profession and the professions generally? It is not a question of whether the tax should be abolished, but whether the tax should be applied and founded "on the principles of justice and equity." If justice and equity were applied in the case of solicitors, the present annual tax which they pay should have been removed years and years ago. It was imposed during the time of a war such as at present is being waged, and has never been taken off.

FIAT JUSTITIA.

## CASES OF THE WEEK.

### Court of Appeal.

SCOTT v. CARRITT. No. 1. 12th Jan.

LONDON BUILDING ACT, 1894 (57 & 58 VICT. C. CCXIII.), s. 22, SUB-SECTION 2—LAND "LAWFULLY OCCUPIED."

Appeal from a judgment of a Divisional Court consisting of Ridley and Darling, JJ., on a special case stated by a metropolitan police magistrate on the hearing of an appeal against an objection, served by a district surveyor on the appellant under section 150 of the London Building Act, 1894, to the proposed erection by the appellant of certain buildings at 180, Pentonville-road, in the County of London, beyond the general line of buildings, contrary to section 22 of the London Building Act, 1894. The appellant, being desirous of rebuilding the premises in question, applied to the London County Council on the 5th of July, 1898, for their consent to the erection of the building to the line of frontage of certain existing buildings, one storey high, which had been erected on the forecourt of the premises. Permission was refused by the London County Council. The appellant then had plans prepared shewing the extent of the then existing building, and these plans were certified to be correct by the respondent under section 43 of the Act, and the appellant applied to the London County Council to sanction the proposed new buildings as deviations from the certified plans under section 43, sub-section 2. The London County Council declined to consider the application. On the 30th of November, 1898, the superintending architect of the county council certified the general line of buildings in that part of Pentonville-road to be the main front of the buildings standing back from the forecourt. On the 6th of January, 1899, the appellant served on the respondent notice that he was going to build on the forecourt. The respondent served notice of objection to such building under section 150 of the Act, stating that the work would be in contravention of the Act on the ground that it was proposed to erect the buildings without the consent of the county council beyond the general line of buildings contrary to the provisions of sections 22 and 200 of the Act. The old building at 180, Pentonville-road consisted of a house of three storeys with a forecourt in front abutting on the road, the house being built back 50ft. from the road. The forecourt had been built over and occupied by a public-house of one storey since about 1858, without any consent or licence having been obtained for its erection. There had been no certificate defining the line of buildings in the road until that of the 30th of November, 1898. It was contended by the appellant that the intended building came within section 43 of the Act of 1894, and that the county council, upon his compliance with that section, were bound to certify under sub-section 2, and further that section 22, sub-section 2, applied, inasmuch as the land was "lawfully occupied" within the meaning of that sub-section, and that therefore the superintending architect had no power to certify the building line, and that his certificate afforded no objection in law to the appellant's rights under section 43. For the respondent it was contended that by the joint effect of the Act 7 Geo. 4, c. 142, and of section 75 of the Metropolis Management Act, 1862, the land forming the forecourt of the old building was not at the commencement of the Act of 1894, and had not been within seven years previously, "lawfully occupied" by a building within the meaning of section 22, sub-section 2, of the Act, since the building on the forecourt was without any licence or consent, and therefore illegal.

THE COURT (A. L. SMITH, RIGBY, and COLLINS, L.JJ.), dismissed the appeal.

A. L. SMITH, L.J., in giving judgment, said that the appellant desired to build a high building on the forecourt in place of the building now there. He failed to get the consent of the county council under section 22 of the Act of 1894, and he then tried to bring himself within section 43, which did not apply to the case. He then contended that he did not want the consent of the county council, because by sub-section 2 of section 22 of the Act the section was not to apply to any building erected after the commencement of the Act upon land "lawfully occupied" by a building, and that the forecourt in question was "lawfully occupied" by the public-house. That contention brought them back to 7 Geo. 4, c. 142, which by section 140 prohibited the erection of any building within fifty feet of the side of the Pentonville-road, and enacted that any building erected contrary to the Act should be deemed a common nuisance. The public-house was erected after the passing of that Act, and it sinned against the provisions of section 140. In other words, it was a common nuisance. Apart from any question of



subsequent legislation, it could not be argued that the forecourt was lawfully occupied when the building erected on it was a common nuisance. It was said, however, that, as section 75 of the Metropolis Management Act, 1862, repealed section 140 of the Act of Geo. 4, the public-house no longer unlawfully occupied the forecourt, inasmuch as the provision in the earlier Act was gone, and that therefore the land was "lawfully occupied" in 1894. But by section 108 of the Act of 1862, except as therein specially provided, nothing therein contained was to in any way prejudice or affect any act, matter, or thing made, done, or commenced prior to the passing of the Act. That meant that though section 140 of the Act of Geo. 4 was repealed, any house which was a common nuisance under the earlier Act was not affected by the repeal of that section. It did not make that lawful which was unlawful before. Then section 215 of the London Building Act, 1894, repealed section 75 of the Metropolis Management Act, 1862, but the repeal was not to affect the past operation of any enactment thereby repealed, nor anything done or suffered under any enactment thereby repealed. Therefore those two Acts kept alive what was done in contravention of the Act of Geo. 4. It seemed to him, therefore, that at the passing of the Act of 1894 the ground was not "lawfully occupied" within the meaning of section 22, sub-section 2, of that Act, and consequently the consent of the county council was necessary before the appellant could build upon the forecourt.

RIGBY and COLLINS, L.J.J., delivered judgment to the same effect.—COUNSEL, *Macmorran, Q.C.*, and *Germaine*; *Horace Avery*. SOLICITORS, *H. C. Morris*; *W. A. Blazland*.

[Reported by F. B. DURNFORD, Barrister-at-Law.]

*Re Tye*. No. 2. 15th Jan.

LUNACY—PERSON OF UNSOUND MIND NOT SO FOUND BY INQUISITION—PAUPER LUNATIC—APPLICATION OF PROPERTY—JURISDICTION—DISCRETION—LUNACY ACT, 1890 (53 VICT. c. 5), ss. 116 (4), 117, 299, 300.

This was an appeal from the judgment of Master Ambrose refusing the application of the Guardians of the Halifax Union for an order that they might be repaid the sum of £6 10s. for the past maintenance of one Tye, a person of unsound mind not so found by inquisition, as from the 11th of July, 1899, and that a sum of £26 per annum might be allowed for his future maintenance, and a sum not exceeding £25 per annum for the future maintenance of his wife and family. The lunatic was a master gardener carrying on business at Elland, in which business he was assisted by his wife, who claimed to have contributed by her labours to the savings which the lunatic had made at the time of his lunacy, amounting to about £500. The lunatic sold his business in February, 1897, for about £50, and from that time to the time of his being taken charge of as a wandering lunatic his conduct was erratic, as he wandered about with the money, including his savings, in his pocket, while his wife, being left destitute, became chargeable to the union and received out-door relief to the extent of 4s. a week. On the 7th of August, 1899, on the application of the wife, she was appointed receiver under section 116 of the Lunacy Act, 1890, and upon that occasion a claim was put forward on behalf of the Guardians of the Halifax Union, to which the lunatic had been transferred, for an order that provision might be made for the payment for the future maintenance of the lunatic of £26 per annum. The master declined to accede to that application, but instead he made an order for the lodgment and investment of the money, amounting to £336 19s., found upon the lunatic when he was taken charge of, and made an allowance to the wife of £35 a year to be raised by periodical sales out of the fund in court. The wife was upwards of 60 years of age and stated that she was not able to earn any money for herself. She was attended by her daughter, aged about twenty, who lived with her, none of her other children contributing to her support. In the absence of strict evidence on the point, it was intimated that the lunatic was about 65 years of age, and there was only a bare possibility of his recovery. In his judgment the master gave a detailed consideration to the sections of the Lunacy Act and to section 16 of the Poor Law Amendment Act (12 & 13 VICT. c. 103), in which the limitation contained in section 299 of the Lunacy Act, 1890, is not contained; he held that the case was distinct from the cases relied on by the guardians—viz., *Re Webster*, *Guardians of the Derby Union v. Sharvatt* (27 Ch. D. 710), *Re Newbiggin* (36 W. R. 69, 36 Ch. D. 477), and *Re Winkle* (42 W. R. 513; 1894, 2 Ch. 519). For the respondent, the wife, it was now contended that, under section 299 of the Lunacy Act, 1890 (the only section giving the guardians any authority to recover), directly a receiver was appointed, and where the fund was only large enough just to support the family, then the guardians cannot recover for provision made for the lunatic, otherwise the wife and family will become chargeable on the rates. In *Re Winkle* there was no family, so that the fund could be applied. Moreover, under the Local Government Act, 1888 (51 & 52 VICT. c. 41), s. 24, the guardians have 4s. a week from the Government. The court allowed the appeal.

LINDLEY, M.R., said that the court had taken an opportunity of reading the full judgment of the master. The case was a peculiar one, and not very likely to be of value as a precedent. The court was asked to say that a man who has property is not to contribute to his own support, and the master's order was to the effect that the lunatic should be supported by the guardians, and that the wife and daughter should have £35 a year while the fund lasted. His lordship did not think that that was in accordance with the usual method. Considering the position of the parties and the smallness of the fund, it seemed to him that the suggestions of the guardians should be followed out. Some allowance to the wife and daughter should be made, to continue as long as the fund lasted, and if they then had to become chargeable on the rates there was no help for it. This seemed to be the best way of exercising the discretion, which was not taken away by anything in section 299 of the

Lunacy Act, 1890. The master's order would be varied by making an allowance to the guardians of £26 a year for the maintenance of the lunatic and one of £25 for the wife and daughter. The wife was to have her costs out of the fund, the guardians paying their own.

VAUGHAN WILLIAMS, L.J., agreed, but thought that he should hesitate in making the order if thenceforth the lunatic were to be treated as a pauper lunatic, for in that case it would be difficult to see how the court was entitled to make an order for the appropriation of this fund to his benefit. But the guardians were making reasonable suggestions for what was really an order for the recouping to them of the cost of maintenance, and under the circumstances he thought that the court had power to make the order.

ROMER, L.J., agreed with the decision of Lindley, M.R., that the court had a discretion in such a case, and that it was best exercised by the order suggested. The court clearly ought not to say that it would not apply any portion of the fund with the result of driving him into the union asylum; on the other hand, it would be an unreasonable expense to take him from there and put him into a private asylum.—COUNSEL, *Younger, Q.C.*; *Methold*. SOLICITORS, *Bower, Cotton, & Bower*, for *Longbotham & Sons*, Halifax; *Rowcliffe, Rawle, & Co.*, for *Ramsden, Sykes, & Ramsden*, Huddersfield.

[Reported by W. H. DRAPER, Barrister-at-Law.]

## High Court—Chancery Division.

*WEST v. DIPROSE*. Cozens-Hardy, J. 16th Jan.

BILL OF SALE—PAYMENT BY INSTALMENTS—AGREEMENT TO SELL MORTGAGED PROPERTY—SALE BEFORE INSTALMENTS WERE DUE—RIGHT OF MORTGAGOR TO INTEREST ACCRUING SUBSEQUENT TO SALE.

By a bill of sale dated the 17th of September, 1898, the plaintiff Helena West assigned unto the defendant Henry Diprose a house and furniture as security for the payment of the sum of £500 (then paid to the plaintiff), with interest thereon at the rate of 60 per cent. per annum, and the plaintiff agreed to pay to the defendant the principal sum, together with the interest then due, by monthly instalments of £50 each, commencing on the 17th day of October, 1898. The first instalment was paid, and shortly afterwards the plaintiff arranged with the defendant that he should take possession of the house and furniture and sell the same, and, after repaying himself what was owing to him on the security of the bill of sale, should pay the balance to the plaintiff. The defendant sold the house and furniture on the 3rd of January, 1899, for the sum of £750, and submitted a statement of account shewing a balance in the plaintiff's favour of £6 7s. 2d. In this account one item was as follows: "Loan, interest, stamps, registration, inventories, £650." The defendant subsequently allowed the sum of £12 10s. in respect of stamps, registration, and inventories, leaving a balance of £637 10s. in respect of principal and interest. The plaintiff claimed that the defendant was only entitled to the sum of £550 for principal and interest, being the amount due up to the date of the realisation of the plaintiff's property on the 3rd of January, 1899.

COZENS-HARDY, J., stated the facts, and continuing, said that, had no agreement been entered into between the plaintiff and defendant after the date of the bill of sale, the mortgagor could not have compelled the mortgagee to receive the money due except by instalments. But the holder of the bill of sale had elected to sell the property, to receive the money and to deduct his debt. No rule of the court hindered him (the learned judge) from doing what was clearly just, and the interest at 60 per cent. must stop from the moment of the sale. The defendant was only entitled to the balance of the principal due on the 3rd of January, 1899, with interest up to date.—COUNSEL, *A. R. Ingpen*; *Cababi*. SOLICITORS, *Apps & Son*; *J. Westcott*.

[Reported by J. H. DAVIES, Barrister-at-Law.]

## High Court—Queen's Bench Division.

*GREENE AND OTHERS v. ST. JOHN'S MANSIONS (LIM.)*.

Div. Court. 15th Jan.

PRACTICE—PLEADING—APPEARANCE—WRIT INDORSED UNDER ORDER 18A—MOTION FOR JUDGMENT IN DEFAULT OF APPEARANCE—R.S.C. XVIII. 6; XIII. 12.

This was a motion for judgment. The writ claimed a declaration that a certain agreement was determined and at an end, and that a sum of money therein mentioned had been forfeited. The writ proceeded: "If the defendant appears to this writ of summons, the plaintiffs intend to proceed to trial without pleadings." No appearance was entered, and the plaintiffs moved for judgment in default of appearance without having filed a statement of claim. Ord. 13, r. 12, provides that "in all actions not by the rules of this order specially provided for, in case the party served with the writ, or in admiralty actions *in rem*, the defendant does not appear within the time limited for appearance, upon the filing by the plaintiff of a proper affidavit of service, and, if the writ is not specially indorsed under ord. 3, r. 6, of a statement of claim, the action may proceed as if such party had appeared, subject, as to actions where an account is claimed, to the provision of order 15." Order 18a provides that "a plaintiff may proceed without pleadings to trial subject to the following rules: 1. The endorsement of the writ of summons shall contain a statement sufficient to give notice of the nature of his claim or of the relief or remedy required in the action, and shall state that if the defendant appears the plaintiff intends to proceed to

trial without pleadings." Rule 3 provides that the judge may, upon the application of the defendant, order a statement of claim or particulars of claim or defence to be delivered, and rule 6 provides that "when a plaintiff indorses the writ of summons with a statement that, if the defendant appears, he intends to proceed to trial without pleadings, no pleadings shall be required or delivered, except by order of the judge made under rule 3 of this order." It was contended on behalf of the plaintiff that order 18a abrogated ord. 13, r. 12, and that it was unnecessary for the plaintiff to file a statement of claim.

THE COURT (BIGHAM and PHILLIMORE, JJ.) ordered the motion to stand over.

BIGHAM, J., said that in the opinion of the court the plaintiff was not entitled to move for judgment until he had filed a statement of claim.

PHILLIMORE, J., concurred.—COUNSEL, *Montague Lush*. SOLICITORS, *Grant, Bulcraig, & Co.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

**BURTON v. ASSESSMENT COMMITTEE OF THE PARISHES OF ST. GILES-IN-THE-FIELDS AND ST. GEORGE, BLOOMSBURY.** Div. Court. 11th Jan.

RATING—ADVERTISING STATIONS—PERSON RATEABLE—ADVERTISEMENT CONTRACTOR—ADVERTISING STATIONS (RATING) ACT, 1889 (52 & 53 VICT. c. 27), s. 3.

This was a case stated by justices of London, and involved the question whether an advertisement contractor, who obtained from a builder a licence to affix the advertisements of his customers on hoardings erected by a builder in the course of building operations, was rateable by virtue of the Advertising Stations (Rating) Act, 1889. Section 3 of that Act provides that "where any land is used temporarily or permanently for the exhibition of advertisements, or for the erection of any hoarding, frame, post, wall, or structure used for the exhibition of advertisements, but not otherwise occupied, the person who shall permit the same to be so used, or (if he cannot be ascertained) the owner thereof, shall be deemed to be in beneficial occupation of such land or part thereof, and shall be rateable in respect thereof to the relief of the poor and to all local rates, according to the value of such use as aforesaid." The name of the appellant, who was an advertisement contractor, was inserted in the supplemental valuation list of the parish of Bloomsbury as being the occupier of certain hoardings or advertising stations. The hoardings had been erected by builders who were building the houses in front of which they stood. The appellant paid rent to the builders for the use of them, and affixed to them the advertisements of customers whose advertisements he had agreed to exhibit. The assessment committee, before whom an objection was taken by the appellant, affirmed the assessment, and the justices at quarter sessions upheld the decision of the assessment committee subject to the case stated. It was contended on behalf of the appellant that he was not a person who permitted the land on which the hoardings stood to be used for the exhibition of advertisements, inasmuch as he was himself the person who used them: *Chappell v. Overseers of St. Botolph* (1892, 1 Q. B. 561) and *Shelley v. Dixon* (30 L. R. Ir. 304) were cited. The contrary was contended on behalf of the respondents.

THE COURT (GRANTHAM and CHANNELL, JJ.) allowed the appeal.

GRANTHAM, J., said that it would be highly inconvenient both for the overseers and for the advertisement contractor if the latter were the person to be rated, because in the case, for instance, of advertisement boards erected in fields close to a railway the advertisement contractor would probably not be a person living or carrying on his business in the parish in which such field was situated.

CHANNELL, J., said that on the facts of this case the appellant would not have been rateable before the Advertising Stations (Rating) Act was passed, and he was clearly of opinion that he did not come within the words of that Act.—COUNSEL, *R. C. Glen*; *Macmorran, Q.C.*, and *Ryde*. SOLICITORS, *R. Mote & Son*; *H. C. Jones*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

**NEWTON-IN-MAKERFIELD URBAN DISTRICT COUNCIL v. BROWN. THE SAME v. LYNN.** Div. Court. 15th Jan.

MARKET—TOLLS—EXPOSURE FOR SALE—NEWTON DISTRICT IMPROVEMENT ACT, 1855 (18 & 19 VICT. c. c.) s. 59, SCHEDULE B.

This was an appeal from the Warrington County Court. The action was brought to recover tolls granted to the predecessors of the urban district council, the appellants, by section 59 of the Newton District Improvement Act, 1855, and by Schedule B. of the same. Section 59 provides that tolls shall be payable in respect of the things enumerated in Schedule B., which included "for every cart used by any person for exposing or in which shall be exposed for sale any article, &c." the tolls therein specified. The respondent Brown was a mineral water dealer. On the 10th of March last a cart belonging to the respondent containing boxes of mineral water stopped opposite a shop. The driver entered the shop and asked the shopkeeper, Mrs. Kirkman, how many boxes of mineral water she required. She indicated the number she required and that number of boxes was then delivered by the driver from the cart. No order had been given previously for the delivery of these boxes. Judgment in the action was given for the respondent. It was contended by the appellants that by reason of the transaction in question the boxes of mineral water in the cart were goods exposed for sale within the schedule and that the respondent was accordingly liable to the tolls therein mentioned. *Plett v. Campbell* (1895, 2 Q. B. 229) and *White v. The Mayor, &c., of Yeovil* (61 L. J. M. C. 213) were cited. On behalf of the

respondent it was argued that the goods were not exposed for sale in the cart but were merely in the cart ready to be delivered when sold. The facts in the second case were precisely similar.

THE COURT (BIGHAM and PHILLIMORE, JJ.) dismissed the appeal.

BIGHAM, J., said that the goods were not sent out on the cart to be exposed for sale, but they were placed in the cart and sent round in order that they might be ready to be delivered if the customers of the respondent ordered any. That was not an exposure for sale within the meaning of the Act. He would not attempt to define what was meant by exposure for sale. It was sufficient to say that the facts of this case did not come within the definition.

PHILLIMORE, J., concurred.—COUNSEL, *Horridge*; *S. H. Day*. SOLICITORS, *Rovelliffes, Rawle, & Co.*; *C. F. Day*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

**THE COUNCIL OF THE PHARMACEUTICAL SOCIETY OF GREAT BRITAIN v. WHITE.** Div. Court. 16th Jan.

THE PHARMACY ACT, 1868 (31 & 32 VICT. c. 121), s. 15—POISON, SALE OF—AGENT MERELY FOR ORDERS AND PAYMENTS.

Appeal from the county court judge of Worcestershire. In this case the action was brought under the Pharmacy Act (31 & 32 VICT. c. 121), s. 15, to recover a penalty from the defendant for selling a certain weed-killer admitted to contain a poison—namely, arsenic, he, the defendant not being a duly registered pharmaceutical chemist or chemist and druggist. From the facts found by the learned county court judge it appeared that the defendant carried on business as a seedsman and florist, and that he acted as agent for the Boundary Chemical Co., of Liverpool, with authority to receive money "on their account. This company were the manufacturers of the said weed-killer, for which article the defendant took orders. These orders he sent on to Liverpool. He did not keep the article in stock, the company delivering it to purchasers. On the 27th of May an inspector instructed by the plaintiffs visited the defendant's shop and asked for two gallons of the weed-killer. The defendant thereupon said he did not keep it in stock but that he could send the order on, or that the inspector could do so himself. The inspector asked the defendant to send for it and paid him the purchase-money. The learned judge gave judgment for the defendant on the ground that he was not the seller within the meaning of 31 & 32 VICT. c. 121, s. 15, but merely acted as agent and canvasser for the chemical company. From this decision the society now appealed, on the ground that though the defendant was not acting as a principal he was a seller within the meaning of the Act. The following cases were cited in support of this contention: *Templeman v. Trafford* (30 W. R. 78, L. R. 8 Q. B. D. 397), *Pharmaceutical Society v. Wheldon* (L. R. 24 Q. B. D. 683), *Pharmaceutical Society v. London and Provincial Supply Association* (28 W. R. 608, L. R. 5 App. Cas. 857).

THE COURT (GRANTHAM and CHANNELL, JJ.), without calling upon counsel for the respondent, dismissed the appeal.

GRANTHAM, J., in giving judgment, said: The county court judge was right. The defendant had not the control and management of the sale, but merely introduced persons to the manufacturers. He advised people where to get the killer and took orders for it upon which he obtained commission, therefore he was not liable under the Act. It could not be said that the person who does not keep the poison on his premises is the seller within the meaning of the Act. If, however, he had had the management of the sale he would have been liable, notwithstanding that he was only acting as an agent. The authorities showed that to be the case. Appeal dismissed with costs.—COUNSEL, *Crump, Q.C.*, and *T. R. Grey*; *Cavanagh*. SOLICITORS, *Flux, Thompson, & Flux*; *Umbrell & Deighton*, for *Dobbs & Hill*, Worcester.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

## Solicitors' Cases.

### SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

- 15 January.—THOMAS DALE (2, Stone-buildings, Lincoln's-inn, London).
- 15 January.—SIDNEY TOPPIN (28, Martin's-lane, Cannon-street, London).
- 15 January.—AMBROSE GIBBONS DITTON (11, Queen Victoria-street, London).
- 15 January.—GEORGE EDWARD VINCENT SIDNEY CHEESEMAN.
- 15 January.—HENRY CAREW COX.
- 15 January.—CHARLES TERTIUS GREEN.
- 15 January.—FREDERICK BREWSTER (Middlesborough, Yorkshire).
- 15 January.—JOHN BARROWCLOUGH.
- 15 January.—EDWARD BRALL.
- 16 January.—JAMES WALTER SYKES (Huddersfield and Slaithwaite Yorkshire).
- 16 January.—JOHN MUTLOW (Birmingham).

The late Sir Henry Jenkyns, K.C.B., had at his death almost completed a book on "British Jurisdiction Outside the United Kingdom." This work will shortly be published by the Clarendon Press under the supervision of Sir Courtenay Ilbert.



## LAW SOCIETIES.

## THE INCORPORATED LAW SOCIETY.

In pursuance of the resolution passed at the adjourned annual general meeting, held on the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, a special general meeting of the members of the society will be held in the hall of the society on Friday, the 26th inst., at two o'clock precisely, to consider the subjects hereinafter mentioned.

Mr. J. S. Rubinstein will move: *Re* PROPOSED LAND REGISTRY OFFICE. "1. That this meeting desires to place on record its conviction that the Bill to be introduced next Session for the purpose of purchasing valuable London property for the erection of a permanent Land Registry Office directly violates the spirit of the arrangement made, that compulsory registration of title under the Land Transfer Act, 1897, should first be tried as an experiment in one county for a period of three years, the system having only come into operation in part of the County of London on the 1st of January, 1899, and not applying to the whole until the 1st of May, 1901.

"2. That this meeting, being convinced that the yoke of officialdom imposed by the Act of 1897 has largely increased, and will continue to increase the difficulty, expense, and delay of dealing with property in the districts where the Act applies, and that the Act will prove a fruitful source of litigation, and that no justification whatever exists for imposing on the public the expense of erecting a costly Land Registry Office, strongly recommends the Council to use every legitimate means in its power to oppose the passing of the Bill to be introduced next Session by the Land Office, in its anxiety to build before the experimental period of three years has expired, in order to prevent so far as it can the public and property owners realizing how heavy and useless is the burden they are being called upon to bear."

## THE YORKSHIRE UNION OF LAW SOCIETIES.

The objects of the combination are:—

- (a) To obtain concerted action on subjects of public and professional importance, to raise funds, and to provide organization and means from time to time, as and when required, for giving effect to such action.
- (b) To confer from time to time with regard to existing law and practice, and proposed alterations therein, and the administration thereof, and to take such steps with regard thereto as shall from time to time be thought desirable.
- (c) To obtain and disseminate amongst solicitors in the County of York (and elsewhere if thought desirable) information respecting matters affecting their and their clients' interests.
- (d) To obtain and publish, when and where thought desirable, a consensus of professional opinion upon any matter affecting solicitors or the public.
- (e) To oppose, when and in such cases as shall be thought necessary or desirable, all undue increase of public officialism.
- (f) To prevent the transaction of legal business by unqualified persons.
- (g) To settle disputed points of practice, and to decide questions of professional usage among solicitors.
- (h) To support and protect the character, status, and interest of York-hire solicitors.
- (i) To encourage and assist legal education.
- (j) To concur with, or assist when expedient, other legal associations in furtherance or pursuance of any of the foregoing objects, and generally to promote inter-communication and good fellowship amongst solicitors.

## WOLVERHAMPTON LAW SOCIETY.

The annual meeting of the Wolverhampton Law Society was held on the 11th inst., the retiring president, Mr. Rowland Tildesley, being in the chair. There were also present the following members of the society: Messrs. J. W. Stirk, S. W. Page, R. A. Willcock, J. Fletcher Brewer, W. Gough Allen, J. Darby, T. G. Greensill, T. Hunt, A. C. Skidmore, H. N. Flewker, H. S. Pratt, W. H. Court, C. Byren, T. F. Waterhouse, C. L. Adams, C. N. Wright, G. Vaughan, and G. Maynard Martin.

The annual report of the council and the hon. treasurer's statement of the receipts and payments of the society, shewing a balance of £63 17s. 3d. in favour of the society, were read and adopted. The report stated that the society consisted of sixty-seven ordinary members and seven honorary members.

The following officers for the ensuing year were then elected: Mr. G. Maynard Martin, M.A., president; Mr. Rowland Tildesley, vice-president; Mr. W. Gough Allen, hon. treasurer; and Mr. T. G. Greensill, hon. secretary. Messrs. J. E. Underhill, J. Fletcher Brewer, H. S. Pratt, S. R. Taylor, and R. H. Lander were elected to fill vacancies on the council; and Messrs. J. W. Stirk and W. H. Court were again elected hon. auditors.

Several matters connected with the interests of the society were discussed, and hearty votes of thanks were given to the retiring officers. The usual dinner has this year been deferred in consequence of the war in South Africa.

## UNITED LAW SOCIETY.

Jan. 15.—Mr. R. C. Nesbitt in the chair.—Mr. W. S. Sherrington moved: "That the time has come for the introduction of some system of conscription." Mr. W. F. Symonds opposed, and the debate was continued by Messrs. J. B. Yates, S. E. Hubbard, C. Kains-Jackson, A. Richardson, W. J. Boycott; and Mr. Sherrington replied. The motion was lost by two votes.

## LAW STUDENTS' JOURNAL.

## LAW STUDENTS' SOCIETIES.

**LAW STUDENTS' DEBATING SOCIETY.**—Jan. 16.—Chairman, Mr. Alfred Hildesheimer.—The subject for debate was: "That solicitors should be required to give security before being admitted to practice." Mr. Archibald Hair opened in the affirmative. Mr. Rupert Blagden opened in the negative. The following members also spoke: Messrs. Watson, Richardson, F. J. Leggett, W. V. Ball, J. D. A. Johnson, Higgins, H. Jones, Pleadwell, Tyldesley Jones, Fitton. The motion was lost by ten votes.

**BERMINGHAM LAW STUDENTS' SOCIETY.**—A joint debate with the Manchester Law Students' Society was held at Manchester on Tuesday evening last, this society being represented by Messrs. H. Eaden, S. J. Gateley, J. W. Hallam, and F. H. Argyle. The subject under discussion was: "That the system of unpaid magistracy should be abolished." The motion was decided in the negative. The members of the visiting society were afterwards most hospitably entertained at the Manchester society's annual dinner and a concert.

## MR. JUSTICE COZENS-HARDY ON THE STUDY OF THE LAW.

The annual meeting of the Liverpool Board of Legal Studies was held on Wednesday in last week, when an address was delivered by Mr. Justice Cozens-Hardy on the study of law. The Vice-Chancellor of the Duchy of Lancaster (chairman of the board) presided, and remarked that, so far as the work of the board was concerned, it was up to the present of a very satisfactory nature. The number of students had been maintained, and, in some instances, had exceeded that of previous years. It was very gratifying to find that no fewer than forty-one students attended Professor Emmott's lectures on conveyancing. He then distributed the prizes to the students.

Mr. Justice COZENS-HARDY said (we quote from the *Liverpool Courier*) that he gladly accepted the invitation of the board to be present at its meeting, for he felt that as a judge attached more or less to Liverpool everything affecting the welfare of legal teaching in this city concerned him. It was cheering and encouraging to one coming from London to arrive at a place like Liverpool, where legal education seemed to be believed in. The title of his lecture suggested the question—Can law be studied as a handicraft can be studied, or is it a science based upon logic and capable of being expounded by competent teachers to earnest students? He was afraid that the view was widely held that law was a branch of education which could be learned just as a handicraft might be mastered, and he was not quite sure that that heresy did not lurk within the walls of the Incorporated Law Society of London, which had deliberately given up the teaching of law and had confined itself to examining in law. The view that law was a science capable of being expounded to earnest students was surely that which commended itself to everyone who bestowed any thought on the subject. Compare for a moment the profession of medicine with the profession of law. That which he ventured to call a heresy was a distortion and a half truth. Let them remember this—that no one could fully equip himself for the practice of the law by merely reading books and attending lectures. They all recognized that a medical student who walked round the wards of a hospital would do so with greater advantage if he had previously mastered the principles of anatomy than if he had never done so. So it would be with the law student who entered on his articles with a good store of knowledge in his head. The view which he desired to present to them was that law was not a handicraft, but a science based upon logic, and capable of being expounded by competent teachers to earnest students. If he were asked to define what law was, he should be disposed to suggest that law was the application of old and settled principles to the complicated and changing system of our modern civilization. If it be true that law is a science, the next thing he should ask was, How was it to be studied? That was a question which did not admit of a universal answer. The answer would depend upon the individual character and the particular circumstances of the student. The advice which he should give to every law student was to remember the ancient adage that "law is a jealous mistress." Nothing but undivided attention and unceasing industry would, in his belief, ever lead a man to success in the profession of the law. Let no man begin the study of the law with the idea that it was an easy matter to be taken up perfunctorily. Every law student should approach the subject giving to it all his intellect and most strenuous effort. Anything less was useless and idle. Another thing he would impress upon them was that they should learn for themselves, and not be content with being crammed by others. That which was crammed was seldom or never assimilated. Another piece of advice which he would borrow from Bacon was, read a great deal if they would be good lawyers. Borrowing from the same authority, he would advise them to write a great deal if they wished to be accurate lawyers; and if they wished to be ready lawyers they would discuss and debate a great deal. Listening also would make them intelligent lawyers. And after they were admitted to the profession let them not imagine that the time for study was over. In a sense, the study of the law was only then beginning. They should acquire a knowledge of men, and of business, and, above all, they should never forget that they were entering the portals of a noble profession.

On the motion of Professor Emmott, seconded by Mr. W. A. Weightman, a hearty vote of thanks was given to the lecturer, who, in reply, said he

took a real interest in the Liverpool School of Law, and he congratulated them upon possessing an institution which was almost without a rival within the four seas.

## LEGAL NEWS.

### APPOINTMENTS.

Mr. REGINALD N. ROGERS, solicitor, of Falmouth, was last week unanimously elected Chairman of the Board of Guardians of the Falmouth Union.

Mr. E. A. WHITE, of the firm of Messrs. H. B. White & Sons, solicitors, 17, Cairo-street, Warrington, has been appointed a Notary Public for Warrington and district.

Mr. G. R. ASKWITH, barrister-at-law, has been appointed Counsel to Her Majesty's Commissioners of Works and Public Buildings, in succession to Mr. Danckwerts, Q.C.

Mr. JOHN POWER WALLIS, barrister-at-law, has been appointed Advocate-General at Madras, to fill the vacancy caused by the appointment of Mr. Arnold White as Chief Justice of Madras.

Mr. C. A. S. GARLAND, barrister-at-law, has been appointed Prosecuting Counsel in Post Office Cases on the Western Circuit, in succession to the present Lord Ludlow.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

Mr. PETER WILLIAMS has as from the 1st day of January, 1900, retired from the business or practice of solicitors, heretofore carried on at New Bank-buildings, No. 31, Old Jewry, in the City of London, under the name of Freshfields & Williams, and as from that date the business or practice will be carried on at the same address by William Dawes Freshfield, Edwin Freshfield, LL.D., and Edwin Hanson Freshfield, as partners, under the name or firm of Freshfields.

FRANCIS ROGER LARKEN, WALTER TURNER TOYNBEE, and CHARLES JOHN HUSKINSON, solicitors (Toynbee & Huskinson), Newark-on-Trent and Nottingham. Jan. 1.

JOHN GEORGE GALLOWAY RADFORD (deceased) and JAMES ALBERT ORCHARD, solicitors (Radford & Orchard), Sidmouth. Dec. 2. The said James Albert Orchard will continue to carry on the said business under the same name for his sole benefit.

PERCY FRANCIS WISEBEY and HAROLD JAMES MEE, solicitors (Percy Wisebey & Co.), Hemel Hempstead. Dec. 25. [Gazette, Jan. 12.]

THOMAS HUGH HORWOOD and RICHARD WILLIAM SUTCLIFFE CROSSLEY, solicitors (Horwood & Crossley), 37, Walbrook, London. Sept. 30. In future the business will be carried on by the said Thomas Hugh Horwood.

GILBERT BENJAMIN JACKSON, FRANCIS HENRY JACKSON, and JAMES BELL STOTHART, solicitors (Jackson, Jackson, & Stothart), 23, Coleman-street, London. Dec. 31.

HIRAM ABIEF OWSTON, JAMES SHERWIN DICKINSON, and WILLIAM SIMPSON, solicitors (Owston, Dickinson, & Simpson), Leicester. Dec. 31, 1898 [sic]. The said business will in future be carried on by the said James Sherwin Dickinson and William Simpson.

EDWIN WALTER WIX and WILLIAM DE VINS WADE, solicitors (Wade, Wix, & Wade), Great Dunmow. Dec. 31. The said business will in future be carried on by the said William de Vins Wade alone under the old style or firm of Wade, Wix, & Wade. [Gazette, Jan. 16.]

### INFORMATION WANTED.

ELIZA ISBISTER.—To solicitors and others.—Wanted, the Will of the late Miss Eliza Isbister, made about 1889. Deceased was then residing at Islington.—Information to W. G. Isbister, 18, Grosvenor-road, Ilford.

### GENERAL.

Mr. Justice Wills has been suffering from indisposition, and has been absent from court for some days.

It is announced that the Solicitor-General, who has had a severe attack of influenza, is staying at Eastbourne, and is making progress towards recovery.

On Wednesday, says the *Times*, at Cambridge, Mr. Justice Ridley announced that civil business would not be taken at Norwich until Monday morning.

It is stated that Mr. Hugh Shield, Q.C., Fellow and Bursar of Jesus College, Cambridge, and one of the benchers of Gray's-inn, is lying seriously ill of influenza at his rooms in the college.

In consequence of his family bereavement Mr. Justice Wright did not attend the assizes at Devizes, his place there being taken by Mr. Justice Day. It is stated, however, that he will attend the other towns on the circuit.

Mr. Blake Odgers, Q.C., will deliver his lecture on "Pleadings in an Action for the Recovery of Land" on Tuesday next, the 23rd inst., at 4.10 p.m., in Middle Temple Hall, and not in Gray's-inn Hall, as previously announced.

It is understood that Mr. R. F. Norton, Q.C., will attach himself to Mr. Justice Byrne's court. It also stated that Mr. Eve, Q.C., will continue to practise before Mr. Justice Cozens-Hardy, but that Mr. Birrell, Q.C., Mr. Astbury, Q.C., and Mr. Henry Terrell, Q.C., will practise in Mr. Justice Buckley's court.

According to the report of the French Ministry of Justice on the criminal results of the year, in 1897 offences against the person were less numerous than had been the case for several years, the total being 1,213 as against 1,360 in 1896, 1,302 in 1895, 1,451 in 1894, and 1,549 in 1893. Offences against property had, upon the contrary, increased very considerably, from 1,224 in 1895 to 1,977 in 1896, and 2,087 in 1897, this latter being a higher figure than had been reached for twenty years.

Mr. Justice and Lady Bucknill were, says the *Times*, on Saturday afternoon the recipients of handsome presents from a large number of Mr. Justice Bucknill's former constituents in the Mid Division of Surrey. The presentation took place at the Conservative Club, Epsom. Mr. Justice Bucknill, in returning thanks, said he supposed that was the last occasion upon which he would be able to say anything in a political sense in the division. It was a sad moment, for he enjoyed his political life very much. He could not say he regretted being a judge, because he was proud of it, although it was a very dreary life.

The *Daily News* says that the names of 54 gentlemen were screened on the 16th inst. in the halls of the four Inns of Court for call to the English bar on the 26th inst. For the second time within the year Gray's-inn (with 18) heads the list, and for the only time for a long period the Inner Temple (with 11) is at the foot of the list, the Middle Temple and Lincoln's-inn having 13 and 12 proposals respectively. The universities are well represented—Oxford by 13, Cambridge by 6, London by 4, Bombay by 2, and Calcutta and the Royal University of Ireland by one each.

It is stated that under the failure of Messrs. Ingram, Harrison, & Ingram, solicitors, of Lincoln's-inn, the accounts prepared by Mr. F. Whinney (Whinney, Harding, & Co.), which have been filed as to the joint accounts, shew gross debts £526,754, of which £395,109 9s. 5d. is unsecured, and £99,482 fully secured, the value of the securities being £101,592, partly secured £60,776 7s. 7d., the value of the securities being £32,075 0s. 9d., and assets £85,672. The deficiency disclosed is £329,523 8s. The separate accounts of J. Crofts Ingram, the surviving partner, shew gross debts £2,300, of which £1,791 is unsecured, and assets £1,653, thus shewing a small deficiency of £137. Mr. Ingram states that his partner, Mr. Cartmell Harrison, who committed suicide shortly after the making of the receiving order, transacted his own business quite separately from him, and that he has no means of telling at what period the firm became insolvent.

Mr. Stroud will have to open a new heading in his excellent Judicial Dictionary. According to the *Albany Law Journal*, the definition of the word "snitch" was settled under oath recently in the Circuit Court of Jackson County, Missouri, at Kansas City, by J. C. Chastine, a negro, formerly a politician. Chastine was a witness for the plaintiff in a suit against the Metropolitan Street Railway Co. Frank P. Walsh, attorney for the company, asked him: "Joshua, what is your business?" "I'm connected with the legal department of the firm of Jamison & McVey," replied Chastine. "What are you? One of those ambulance chasers who rush after a man who is hurt and offer the services of a lawyer to bring suit for damages? Is that your business?" "No. I'm no snitch." "What's that?" "Why, all the damage suit lawyers have snitches. A snitch is a fellow that watches for people to get hurt, and gets 'em as soon as he can and makes a contract to sue the company for damages."

Parkersburg, West Virginia, recently, says the *Albany Law Journal*, furnished a novelty in the way of procedure which is calculated to make lawyers rub their eyes and ask, in a bewildered way, "What next?" In a suit against a trolley company, for damages to a fair plaintiff caused, as alleged, by her dress becoming caught on the projecting part of a brake of a trolley car, Charles T. Caldwell, counsel for the plaintiff, appeared in court attired in a woman's skirts, in order to practically demonstrate to the judge and jury just how the accident was caused. The appearance of the counsel, whose avoirdupois is described as exceeding 300lbs., thus attired, was naturally the occasion of much hilarity in the court room, and the dignity of the tribunal of justice, as well as the feelings of the counsel for the defence, suffered a rude shock. Whether it was owing to this daring innovation of the counsel for the plaintiff or to the inherent merits of his case we are unable to say, but the fact remains that the jury rendered a heavy verdict in favour of Mr. Caldwell's client. Now the defence propose to make the action of the judge in permitting the counsel to thus robe himself and appear in court one of the grounds for demanding a new trial. The action of the higher courts will be watched with interest. Let no one declare hereafter, however, that the law is not a progressive science.

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]



## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Jan. .... 22	Mr. King	Mr. Beal	Mr. Leach
Tuesday ..... 23	Farmer	Pugh	Godfrey
Wednesday ..... 24	King	Beal	Leach
Thursday ..... 25	Farmer	Pugh	Godfrey
Friday ..... 26	King	Beal	Leach
Saturday ..... 27	Farmer	Pugh	Godfrey

  

Date.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.
Monday, Jan. .... 22	Mr. Jackson	Mr. Groswell	Mr. Carrington	Mr. Church
Tuesday ..... 23	Pemberton	Church	Lavie	Greswell
Wednesday ..... 24	Jackson	Greswell	Carrington	Pemberton
Thursday ..... 25	Pemberton	Church	Lavie	Jackson
Friday ..... 26	Jackson	Greswell	Carrington	Lavie
Saturday ..... 27	Pemberton	Church	Lavie	Carrington

## COURT OF APPEAL.

## HILARY SITTINGS, 1900.

(Continued from p. 164.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE  
AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND  
THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1899.

- In re Hole Davies v Witts appl of debt A J B Davies from order of Mr Justice North, dated May 18, 1899 July 20
- In re Evans Phillips v Griffiths appl of plttf from order of Mr Justice North, dated July 8, 1899 July 20
- In re Haynes & Whitehead Whitehead v Haynes appl of debt from order of Mr Justice Kekewich, dated June 22, 1899 July 20
- Stock v Meakin appl of debt from order of Mr Justice Kekewich, dated July 5, 1899 Aug 1
- Dixon v Winch appl of plttf from order of Mr Justice Cozens-Hardy, dated June 19, 1899 (order not perfected) Aug 5
- In re the Companies' Act, 1862 to 1890, and In re The Claremont Cycle Manufacturing Co ld appl of A F Whinney (liquidator) from order of Mr Justice Wright, dated July 13, 1899 Aug 8
- Attorney-Gen v Guardians of the Poor of Merthyr Tydfil Union appl of plttf from order of Lord Justice Bomer, dated March 27, 1899 Aug 8
- In re Henry Henry v Henry appl of debt F Henry from order of Mr Justice North, dated May 16, 1899 Aug 10
- In re Bristol United Collieries ld Perryman v Bristol, &c, ld appl of debts Pawley, Thomas, & Co from order of Mr Justice North, dated July 6, 1899 Aug 11
- Elkins v The Capital Guarantee Soc ld appl of E Cooper from order of Mr Justice Stirling, dated June 13, 1899 Aug 11
- Davy v Waller appl of plttf from order of Mr Justice North, dated June 28, 1899 Aug 12
- Didisheim v London & Westminster Bank ld appl of plttf from order of Mr Justice North, dated July 4, 1899 Aug 12
- Alexander v The Automatic Telephone Co ld appl of plttf from order of Mr Justice Cozens-Hardy, dated May 12, 1899 (order not perfected) Aug 14
- Thomson v Lord Clanmorris appl of debts Lord Clanmorris & ors from order of Mr Justice Kekewich, dated July 29, 1899 Aug 14
- In re Spearman Spearman v Lowndes appl of plttf from order of Mr Justice Kekewich, dated June 22, 1899 Aug 16
- In re the Companies' Act and In re the Coolgardie Goldfields, ld appl of the Coolgardie Goldfields, ld from order of Mr Justice Cozens-Hardy, dated June 21, 1899 (order not perfected) Aug 16
- In re the Same, &c appl of the Coolgardie Goldfields ld from order of Mr Justice Cozens-Hardy, dated June 21, 1899 (order not perfected) Aug 16
- In re Cruddas Cruddas v Smith appl of debts Percy Smith & ors from order of Mr Justice Kekewich, dated July 28, 1899 Aug 17
- In re Heybourne Richardson v Vaisey appl of H R Willson & ors from order of Mr Justice North, dated July 31, 1899 Aug 18
- Walker v The Skinninggrove Iron Co ld appl of debts from order of Mr Justice North, dated June 13, 1899 (order not perfected) Aug 21
- In re Fisher Tilley v Fisher appl of debt H A Pearson from order of Mr Justice Kekewich, dated May 16, 1899 Aug 23
- Parham v Mumford appl of plttf from order of Mr Justice Kekewich, dated July 6, 1899 Aug 29
- John v John appl of debt from order of Mr Justice North, dated June 20, 1899 Aug 29
- In re Tiemann's Patent, AD, 1893, No 8736, &c and Patents, Designs, &c Acts appl of patents Franz, Fritzsche & Co from order of Mr Justice Cozens-Hardy, dated Aug 3, 1899 Aug 30
- Rowls v Bebb appl of Attorney-Gen, &c from order of Mr Justice Stirling, dated Aug 8, 1899 Aug 31
- Thomson v Lord Clanmorris appl of debt J K D Mackenzie from order of Mr Justice Kekewich, dated July 28, 1899 (so until No 57 disposed of) Sept 1
- In re Hayes Davies v Wannop appl of debt J Wannop from order of Mr Justice Bigham (judge of assize), dated Aug 2, 1899 Sept 1
- National Co for Distribution of Electricity, &c, ld v Gibbs appl of debt H O Ruelle from order of Mr Justice Cozens-Hardy, dated April 28, 1899, and cross-notice of plttf Co, dated Oct 24, 1899 Sept 11
- The City Bank ld v Pilley appl of debt S K Pilley from order of Mr Justice Cozens-Hardy, dated April 26, 1899 September 13
- Mutton v Peat appl of plttf from order of Mr Justice Byrne, dated July 29, 1899 September 13
- Veditz v O'Hagan appl of plttfs from order of Mr Justice Cozens-Hardy, dated June 14, 1899 September 21
- Ind, Coope & Co ld v McLean appl of debt from order of Mr Justice Kekewich, dated July 8, 1899 (order not perfected) October 6
- Dixon v Winch appl of debt W Winch from order of Mr Justice Cozens-Hardy, dated June 19, 1899 October 6
- Barron v Willis appl of plttf from order of Mr Justice Cozens-Hardy, dated July 6, 1899 October 9
- In re Prosser Lewis v Prosser appl of plttf from order of Mr Justice Byrne, dated July 29, 1899 October 10
- In re Dixon Heynes v Dixon appl of debts from order of Mr Justice Byrne, dated August 8, 1899 October 12
- In re Holl Fairclough v Castell appl of debt from order of Mr Justice Kekewich, dated July 28, 1899 October 12
- Leaver v Torres appl of plttf from order of Mr Justice Darling, dated October 4, 1899 (order not perfected) October 13
- In re Companies' Act, 1862 to 1890, and In re The Sanitary Burial Assoc ld appl of G A Wingfield from order of Mr Justice Wright, dated Aug 2, 1899 Oct 20
- Shaw v Holland appl of C J Tapp & anr from order of Mr Justice North, dated Aug 8, 1899 Oct 23
- In re Smith Smith v Smith appl of debt B T Thompson from order of Mr Justice Kekewich, dated Aug 11, 1899 Oct 28
- Cornwall v Henson appl of from order of Mr Justice Cozens-Hardy, dated Aug 10, 1899 (order not perfected) Nov 10
- Shoosmith v T S Dodd ld appl of debts from order of Mr Commr Bosanquet, QC, tried at Leeds for Mr Justice Stirling, dated Nov 4, 1899 (order not perfected) Nov 11
- Fleming v Loe appl of debt H M Mackusick from order of Mr Justice Cozens-Hardy, dated Oct 30, 1899 (order not perfected) Nov 16
- In re Companies' Act, 1862 to 1890, and In re The Omnibus & Tramcar Cigarette Automatic Supply Co, ld appl of H De Vaux Brougham, Official Receiver, from order of Mr Justice Wright, dated Oct 26, 1899 Nov 18
- The Electric Construction Co, ld v Imperial Tramways Co ld (The British Thomson Houston Co ld, 3rd parties) appl of plttfs from order of Mr Justice Cozens-Hardy, dated Nov 14, 1899 Nov 18
- In re Hammersley Heasman v Hammersley appl of debt P H V Hammersley from order of Mr Justice Stirling, dated July 12, 1899 Nov 18
- Heyl-Dia v Edmunds appl of plttf from order of Mr Justice Kekewich, dated Nov 11, 1899 Nov 21
- Foster v British Drying Co ld appl of debts from order of Mr Justice Kekewich, dated Nov 10, 1899 (order not perfected) Nov 21
- Attorney-Gen v Urban District Council of Hanwell appl of debts from order of Mr Justice Kekewich, dated Nov 2, 1899 Nov 23
- In re Grainger Dawson v Higgins appl of debts Philomena Grainger & anr from order of Mr Justice Stirling, dated Nov 7, 1899 Nov 27
- In re Grainger Dawson v Higgins appl of debt The Archbishop of Glasgow, from order of Mr Justice Stirling, dated Nov 7, 1899 Nov 27
- In re Companies' Act, 1862 to 1890, and In re Vimbois ld appl of W O Clough from order of Mr Justice Wright, dated Nov 8, 1899 Dec 4
- In re Earl of Dysart Tollemache v Earl of Dysart appl of debt Earl of Dysart from order of Mr Justice Byrne, dated July 29, 1899 Dec 6
- Rogers v Hosegood appl of debt from order of Mr Justice Farwell, dated Nov 7, 1899 Dec 8
- Rice v Noakes & Co, ld appl of debt Co from judgt of Mr Justice Cozens-Hardy, dated Nov 16, 1899 Dec 8
- London General Omnibus Co ld v Gillings appl of plttfs from order of Mr Justice Cozens-Hardy, dated Nov 30, 1899 (order not perfected) Dec 12
- Hubbuck & Son ld v W. Brown, Sons & Co appl of plttfs from order of Mr Justice Kekewich, dated Dec 7, 1899 (order not perfected) Dec 15
- Davies v Thomas appl of debts D Lewis from order of Mr Justice Bruce (for Mr Justice North) dated Nov 13, 1899 Dec 22
- Isaacs v Evans appl of plttfs from order of Mr Justice Farwell, dated Dec 18, 1899 (order not perfected) Dec 23
- Lady Bateman v Faber appl of debt G D Faber from order of Mr Justice Kekewich, dated Nov 29, 1899 Dec 23

## FROM THE CHANCERY DIVISION.

- Yabsley v Marcussen appl of debts from order of Mr Justice Darling, dated Oct 4, 1899 (order not perfected) Oct 20
- Morse v Fowler appl of plttf from order of Mr Justice Kekewich, dated Dec 1, 1899 Dec 12
- Ludington Cigarette Machine Co ld v The Baron Cigarette Machine Co In re Pitt's Patent, 9,858 of AD 1892, &c, Acts appl of plttfs from order of Mr Justice Kekewich, dated Dec 2, 1899 (order not perfected) Dec 15
- Bull v Kent, Sussex & General Land Soc ld appl of debt Co from order of Mr Justice North, dated Dec 5, 1899 (order not perfected) Dec 15
- In re Lord Berwick Lord Berwick v Lane appl of debt F Lamb from order of Mr Justice Kekewich, dated Dec 15, 1899 (order not perfected) Dec 19
- In re Baker Warner v Baker appl of debt A L Baker from order of Mr Justice Kekewich, dated Nov 14, 1899 Dec 22

In re the Companies' Acts, 1862 to 1890, & In re Joseph Hargreaves ld appl of Co from order of Mr Justice Wright, dated Dec 14, 1899 (order not perfected—quore General List) Dec 23

#### FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

1899.

Butchart, petnr, v Butchart, respt (Hill, co-respt) appl of respt from order of The President, dated March 23, 1899 (part heard) April 7  
Same v Same appl of co-respt from same order April 7  
S R Power, petnr v G E Power, respt (J Davis co-respt) appl of S R Power from order of Mr Justice Gorell Barnes, dated April 19, 1899 May 12  
Mohan v Broughton appl of pliffs from order of Mr Justice Gorell Barnes, dated May 18, 1899 May 31  
Suart v Suart appl of respt from order of Mr Justice Gorell Barnes, dated July 18, 1899 July 29  
Bagshawe v Pimm appl of defts A A Jackson & anr from order of Mr Justice Barnes, dated July 31, 1899 Aug 12  
J A Hope v A Hope appl of J A Hope from order of Mr Justice Gorell Barnes, dated Aug 7, 1899 Aug 14  
C Cheel v E S Cheel appl of respt from order of Mr Justice Gorell Barnes, dated Aug 8, 1899 Aug 19  
In re Martin Loustalan v Loustalan app of defts from judgt of the President, dated Aug 5, 1899 Nov 4  
D S Donovan, petnr v M Donovan respt (Martin and Garrett, co-respts) app of petnr from order of Mr Justice Barnes, dated Nov 13, 1899 Dec 7

#### FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1899.

In re Travis Frost v Greatorex appl of dft S R Platt from judgt of Vice-Chancellor of County Palatine of Lancaster, dated April 21, 1899, and cross-notice of appl of dfts K Greatorex & anr from order, dated June 15, 1899 (stand over to first Thursday in March) June 15  
In re Travis Frost v Greatorex appl of dft J Travis from order of Vice-Chancellor of County Palatine of Lancaster, dated April 21, 1899, and cross-notice of defts K Greatorex & anr (stand over to first Thursday in March) July 1

#### FROM THE QUEEN'S BENCH DIVISION.

(In Bankruptcy.)

In re Robinson, F (expte The Debtor) against receiving order made by Mr Registrar Linklater, on June 14, 1899  
In re Robinson, F (expte Long, H V) against an order of Mr Registrar Linklater, made on June 7, 1899, dismissing petition  
In re Cottam, J C (expte Brown, Janson & Co) against part of the judgt & order made by Mr Justice Wright, on July 11, 1899  
In re Cochrane, R S (expte The Debtor) against a receiving order made by Mr Registrar Brougham, dated Aug 11, 1899  
In re Dodson (expte W Longman) against a receiving order made by Mr Registrar Hope on Dec 12, 1899  
In re Agate (expte R H Wood) against order of Mr Registrar Gifford, dismissing petition  
In re Osborne & Son (expte H. J. Osborne, the elder) against order of the Divisional Court, dated Nov 20, 1899  
In re Hooley (expte The Trustee) to be restored to List (order of Court of Appeal, dated Nov 10, 1899)

#### FROM THE QUEEN'S BENCH DIVISION.

Judgment Reserved.

(Final List.)

1899.

The Lancashire Asylums Board v Lord Mayor, &c of the City of Manchester appl of defts from judgt of Justices Bruce & Ridley, dated Feb 18, 1899 (ca v Dec 20)

#### FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1899.

James v Bottrill & Son Crown side appl of pliff from judgt of Justices Day & Lawrence, dated May 20, 1899 July 6  
Palmer Tyre ld v Dunlop Pneumatic Tyre Co ld & ors appl of pliffs from judgt of Mr Justice Wills, dated June 24, 1899, at trial without a jury, Middlesex July 6  
Rose-Innes v Manby & anr appl of defts from judgt of Mr Justice Channell, dated June 27, 1899 July 7  
Walters v Le Blanc appl of dft from judgt of Mr Justice Darling, dated June 16, 1899, at trial without a jury, Middlesex July 8  
Gentle v Faulkner appl of dft from judgt of Mr Justice Ridley, dated July 5, 1899, at trial without a jury, Middlesex July 11  
Brandreth v Lever appl of pliff from judgt of Justices Grantham & Bruce, dated June 15, 1899 July 13  
David Bruce & Co v The Lombard Steamship Co ld appl of defts from judgt of Mr Justice Bigham, dated July 19, 1899, at trial without a jury, Middlesex July 17  
Ward & anr v Weir appl of dft from judgt of Mr Justice Mathew, dated April 25, 1899, at trial without a jury, Middlesex July 17

Day v Hughes appl of pliff from judgt of Mr Justice Darling, dated July 8, 1899, at trial without a jury, Middlesex July 17  
The Harris Deepwater Wharf Co ld & anr v The North Eastern Ry Co appl of defts from judgt of Mr Justice Wright, dated July 8, 1899, at trial without a jury, Middlesex July 19  
Great Western Ry Co v London & County Banking Co ld appl of pliffs from judgt of Mr Justice Bigham, dated June 22, 1899, at trial without a jury, Middlesex July 20  
Duckham Bros v Great Western Ry Co appl of pliffs from judgt of Mr Justice Darling, dated April 22, 1899, and cross-notice of defts, dated July 21, 1899 July 20  
Drysdale v Shearer appl of dft from judgt of Mr Justice Ridley, dated July 13, 1899, at trial without a jury, Middlesex July 20  
Owners of Wool Cargo ex "Waikato" v The New Zealand Shipping Co ld appl of pliffs from judgt of Mr Justice Bigham, dated June 19, 1899, at trial without a jury, Middlesex July 21  
Hogarth & Co. v Walker appl of dft from judgt of Mr Justice Bigham, dated July 5, 1899, at trial without a jury, Middlesex July 21  
Boileau & ors v Hunter & ors appl of pliffs from judgt of Mr Justice Bruce, dated June 24, 1899, at trial without a jury, Middlesex July 24  
Hobbs v Bower & The Land & Estates Corpn ld (3rd parties) appl of dft from judgt of Mr Justice Ridley, dated July 15, 1899 July 25  
Harvey & anr v Scott appl of dft from judgt of Mr Justice Wright, dated July 6, 1899, at trial without a jury, Bristol July 25  
Halliday v Richards appl of pliff from judgt of Mr Justice Wright, dated June 22, 1899, at trial with a special jury, Exeter July 26  
C Cote & anr v Hancock & James appl of defts from judgt of Mr Justice Ridley, dated July 13, 1899, at trial without a jury, Middlesex July 26  
Anderson v Vicary appl of pliff from judgt of Mr Justice Wright, dated July 25, 1899, at trial without a jury, Exeter July 29  
Carter v Vestry of St Mary Abbots, Kensington appl of pliff from judgt of Mr Justice Ridley, dated June 29, 1899, at trial without a jury, Middlesex July 29  
Morgan & ors v The Mayor, &c of London appl of defts from judgt of Mr Justice Mathew, dated July 26, 1899, at trial without a jury, Middlesex Aug 1  
The Mayor, &c, of the Boro' of Hyde, Oldam Ashton v Hyde Electric Tramway ld and ors appl of defts from judgt of Mr Justice Grantham, dated July 3, 1899, at trial without a jury, Middlesex August 2  
The Ladies' Dress Assoc ld v Pulbrook appl of defts from judgt of Mr Justice Ridley, dated July 12, 1899, at trial without a jury, Middlesex August 3  
Tappin v Scott appl of dft from judgt of Mr Justice Ridley, dated July 15, 1899, at trial without a jury, Middlesex August 3  
Hart & Sons v Hawkins appl of pliffs from judgt of Mr Justice Ridley, dated July 7, 1899, at trial without a jury, Middlesex August 3  
Shaw v Shaw appl of dft from judgt of Mr Justice Ridley at trial, dated July 24, 1899 August 4  
Burger v Indemnity Mutual Marine Insee Co ld appl of defts from judgt of Mr Justice Mathew, dated July 27, 1899, at trial without a jury, Middlesex August 4  
Iredale v The China Traders Insee Co ld appl of defts from judgt of Mr Justice Bigham, dated July 4, 1899, at trial without a jury, Middlesex August 7  
Robson & Son v Liverpool, London, and Globe Insee Co appl of pliffs from judgt of Mr Justice Grantham, dated July 10, 1899, at trial with special jury, Newcastle August 8  
Thalman v The Texas Star Flour Mills appl of pliff from judgt of Mr Justice Bigham, dated July 5, 1899, at trial without a jury, Middlesex August 10  
Mayor, &c, of Kingston-upon-Hull v The Great Central Ry Co appl of defts from judgt of Mr Justice Bruce, dated June 15, 1899, at trial without a jury, Middlesex Aug 10  
W Milburn & Co v The Jamaica Fruit Importing and Trading Co of London appl of defts from judgt of Mr Justice Mathew, dated July 28, 1899, at trial without a jury, Middlesex Aug 11  
Campbell & Co v Levinstein ld appl of defts from judgt of Mr Justice Ridley, dated Aug 1, 1899, at trial without a jury, Middlesex Aug 11  
The Great Northern Ry Co v The Commrs of Inland Revenue (Revenue side) appl of defts from judgt of Justices Darling & Phillimore, dated July 27, 1899 Aug 11  
Shoolbred v Roberts appl of dft from judgt of Mr Justice Phillimore, dated Aug 2, 1899, at trial without a jury, Middlesex Aug 12  
The Anglo-Argentine Live Stock & Produce Agency ld v The Park Steamship Co ld appl of defts from judgt of Mr Justice Mathew, dated Aug 7, 1899, at trial without a jury, Middlesex August 16  
Norman v McDowall appl of dfts Butler & Scott from judgt of Mr Justice Day, dated August 9, 1899, at trial without a jury, Middlesex August 17  
Hoare v Grand Theatre (Croydon) ld appl of defts from judgt of Mr Justice Ridley, dated August 5, 1899, at trial without a jury, Middlesex August 18  
The Gresham Life Assce Soc ld v Bishop (Surveyor of Taxes) Revenue Side appl of appts from judgt of Justices Grantham and Kennedy, dated August 11, 1899 August 22  
Capon v Henderson appl of dft from judgt of Mr Justice Day, dated August 8, 1899, at trial without a jury, Middlesex August 28  
Pymon & Co v Grey & Co appl of defts from judgt of Mr Justice Phillimore, dated August 10, 1899, at trial without a jury, Middlesex August 29  
Matthews v Usher appl of dft from judgt of Mr Justice Ridley, dated August 7, 1899, at trial without a jury, Middlesex August 29



Rubinstein & Co v Watkins appl of debt from judgt of Mr Justice Ridley, dated August 7, 1899, at trial without a jury, Middlesex Sept 8  
 Baron v The Portlady Urban District Council appl of debts from judgt of Mr Justice Mathew, dated July 29, 1899, at trial with common jury, Lewes Sept 6  
 Carter (an infant) v Great Western Ry Co appl of pliff from judgt of Mr Justice Day, dated July 19, 1899, at trial with special jury, Middlesex Sept 7  
 Wilson v Barnes appl of debt from judgt of T H Baylis, Esq (Court of Passage, Liverpool), dated July 22, 1899, at trial with jury Sept 8  
 Potter v Gomm appl of pliff from judgt of Mr Justice Ridley, dated Aug 9, 1899, at trial with jury, Middlesex Oct 4  
 Gibbon v Synge appl of pliff from judgt of Lord Justice Smith, dated Aug 4, 1899, at trial without a jury, Middlesex Oct 18  
 Watson v Borne appl of pliff from judgt of Mr Justice Mathew, dated Aug 3, 1899, at trial without a jury, Middlesex Oct 19  
 Hickman ld v London & North Western Ry Co (Railway and Canal Commission) appl of applicant from judgt of Mr Justice Wright, the Rt Hon Sir F. Peel, and the Rt Hon Lord Viscount Cobham, dated July 20, 1899 Oct 23  
 Wesson & anr v Walker appl of pliffs from judgt of English Harrison, QC, Commr., dated Aug 7, 1899, at trial with common jury, Birmingham Oct 24  
 J Varey ld & anr v Walker & Mitchell app of pliffs from judgt of Mr Justice Grantham, dated Aug 11, 1899, at trial without a jury, Leeds, and cross-notice of debts, dated Nov 24, 1899 Oct 27  
 Foulkes v Berry appl of pliff from judgt of Mr Justice Ridley, dated Aug 4, 1899, at trial without a jury, Middlesex Oct 30  
 Denaby & Cadeby Main Collieries ld & anr v Hull, Barnsley and West Riding Junction Ry and Dock Co appl of pliffs from judgt of Mr Justice Kennedy, dated Oct 30, 1899, at trial without a jury, Middlesex, and cross-appl of debts, dated Nov 14, 1899 Nov 13  
 Smith v Stone appl of debt from judgt of Mr Justice Grantham, dated Nov 2, 1899, at trial without a jury, Middlesex Nov 15  
 Williams v Hooker appl of pliff from judgt of Mr Justice Bigham, dated Nov 3, 1899, at trial without a jury, Middlesex Nov 15  
 Louis Model v Hannan's Lake View Central ld (Crown side) appl of debts from judgt of Justices Ridley and Darling, dated Nov 4, 1899 Nov 24  
 Faultless v Callard appl of pliff from judgt of Mr Justice Bruce, dated Nov 10, 1899, at trial without a jury, Middlesex Nov 25  
 Vestry of the Parish of St Marylebone v Sheriff of London appl of debt from judgt of Mr Justice Bigham, dated Nov 22, 1899, at trial without a jury Dec 1  
 Cohen v Tannar appl of debt from judgt of Mr Justice Ridley, dated Nov 29, 1899, at trial with common jury, Middlesex Dec 6  
 Estates & Investment Corpn ld v Bunn appl of debt from judgt of Mr Justice Grantham, dated Nov 15, 1899 Dec 8  
 Deakin v Birmingham Great Western Ry Co ld appl of pliff from judgt of Mr Justice Channell, dated August 10, 1899 (jury discharged), Birmingham Dec 16  
 Bostock v Ramsey Urban District Council appl of debts from judgt of Lord Chief Justice, dated Nov 6, 1899, at trial with special jury, Middlesex Dec 20

#### FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

For Hearing.

1899.

(With Nautical Assessors.)

Ethelhilda—1899—Folio 188 (damage) Owners of Heathpool & ors v Owners of Ethelhilda and freight appl. of dfts from judgt of Mr Justice Gorell Barnes, dated May 3, 1899 May 27  
 Hopper No 4—1899—Folio 11 (damage) Owners of the SS J W Taylor v Owners of the Steam Hopper No 4 appl of pliffs from judgt of Mr Justice Bucknill, dated June 27, 1899 July 11  
 Ormen—1898—Folio 374 (damage) Owners of cargo of SS Carola v The Swedish SS Ormen appl of debts from judgt of The President, dated July 8, 1899 Sept 19  
 Same v Same appl of pliffs from judgt of The President, dated July 8, 1899 Oct 6  
 Fagerli—1899—Folio 211 (damage) Bussey & ors v Owners of SS Fagerli appl of debts from order of Mr Justice Bucknill, dated July 11, 1899 Oct 10  
 Kilmatio—1899—Folio 479 Owners of Tintore & ors v Owners of Kilmatio, Cargo and Freight appl of debts from judgt of Mr Justice Bucknill, dated Dec 12, 1899 Dec 23

(Without Nautical Assessors.)

Final List.

The Snark—1898—Folio 172 Adolph Kirsten v A & P Keen (Admiralty) appl of debts from judgt of Mr Justice Gorell Barnes, dated Jan 26, 1899 March 15

#### FROM THE QUEEN'S BENCH DIVISION.

(New Trial Paper.)

1899.

Woolley v Manchester Ship Canal Co appln of debts for judgt or new trial on appl from verdict and judgt, dated March 13, 1899, at trial

before T H Baylis, Esq, and special jury (Court of Passage, Liverpool)  
 —Pliff dead April 19  
 Spencer v Milward appln of pliff for judgt or new trial on appl from verdict and judgt, dated May 13, 1899, at trial before Mr Justice Lawrance and special jury, Birmingham May 29  
 Parker v The Syria Ottoman Ry Co appln of pliff for judgt or new trial on appl from judgt, dated June 5, 1899, at trial before Mr Justice Bigham without a jury, Middlesex July 4  
 King v Rimboen Cigar Co appln of debts for judgt or new trial, &c, from verdict and judgt, dated Aug 1, 1899, before Mr Justice Day and special jury, Middlesex Aug 9  
 Durant v Roberts appln of pliff for judgt or new trial, &c, from verdict & judgt, dated Aug 1, 1899, before Mr Justice Day & special jury, Middlesex Aug 24  
 Minter v Kaye & anr appln of debts for judgt or new trial on appl from verdict and judgt, dated Aug 5, 1899, at trial before Mr Justice Grantham and special jury, Leeds Nov 1  
 Phillips v Godfrey & anr appln of pliff for judgt or new trial on appl from verdict & judgt, dated July 4, 1899, at trial before Mr Justice Day and special jury, Gloucester Nov 6  
 Morgan v Oystermouth Urban District Council appln of pliff for judgt or new trial on appl from verdict and judgt, dated Aug 14, 1899, at trial before Mr Justice Kennedy & special jury, Swansea Nov 6  
 Marlor v Ball appln of debts for judgt or new trial on appl from verdict and judgt, dated Nov 10, 1899, at trial before Mr Justice Phillimore and special jury Dec 2  
 Holland v Hepburn & Gale ld appln of debts for judgt or new trial on appl from verdict and judgt, dated Nov 27, 1899, at trial before Mr Justice Bruce and special jury, Middlesex Dec 7  
 Leigh v Sandow appln of debt for judgt or new trial, on appl from verdict and judgt, dated Nov 28, 1899, at trial before Mr Justice Darling and common jury, Middlesex Dec 9  
 Palmer v The London & India Docks Joint Committee appln of pliff for judgt or new trial on appl from verdict & judgt, dated Nov 22, 1899, at trial before The Lord Chief Justice and special jury, Middlesex Dec 11  
 Smith v Sandys appln of pliff for judgt or new trial on appl from verdict & judgt, dated Nov 30, 1899, at trial before Mr Justice Bruce and special jury, Middlesex Dec 13  
 J Lucas ld v H Miller & Co ld appln of debts for judgt or new trial on appl from verdict and judgt, dated Dec 13, 1899, at trial before Dec 20  
 Cavanagh v G. Whitechurch ld appln of debt for judgt or new trial on appl from verdict and judgt, dated Dec 12, at trial before Mr Justice Bigham and special jury, Middlesex Dec 21  
 Handyside & Co v New Brighton Tower & Peters & Son 3rd parties appl of 3rd parties for judgt or new trial on appl from verdict and judgt, dated Dec 4, 1899, at trial before Mr Justice Phillimore and special jury, West Derby Dec 22

#### FROM THE QUEEN'S BENCH DIVISION.

(Interlocutory List.)

1899.

King v Hutton appl of debt from order of Mr Justice Phillimore, dated Aug 1, 1899 (net before Feb 1) Aug 14  
 Cawdor—1898 Folio 318 W E A Graham v The Owners of Cawdor (other than W E A Graham) appl of debts from order of Mr Justice Barnes, dated Nov 1, 1899 Nov 7  
 Creek & anr v Patrick & Son appl of pliff and H J Coburn from order of Mr Justice Grantham, dated April 1, 1898 Nov 10  
 Scott v Carritt (Crown side) appl of appl from order of Justices Ridley and Darling, dated Oct 31, 1899 Nov 13  
 North Western State Bank & anr v Buxton appl of pliffs from orders of Justices Lawrance, Ridley and Lawrance, dated Nov 2, Nov 13, and Nov 2, 1899 (in one notice, by order) Nov 21  
 In re Taxation of Costs and Re Frederic Deakin, a Solr (Crown side) appl of F Deakin from order of Mr Justice Lawrance, dated Nov 16, 1899 Nov 22  
 Newman & Co v Institute W Schimmelpfeng & Alfred Reinhardt appl of Alfred Reinhardt from order of Mr Justice Channell, dated Nov 22, 1899 Nov 28  
 Welsbach Incandescent Gas Light Co ld v Horswell appl of debt from order of Mr Justice Ridley, dated Nov 15, 1899 Nov 29  
 Mercantile Bank of London v Crossley & ors Same v Koert & anr appl of pliffs from order of Mr Justice Channell, dated Nov 30, 1899 Nov 30  
 Northern Exploration Co of British Columbia v Govan appl of debt from order of Mr Justice Channell, dated Nov 14, 1899 Dec 4  
 Abrahams & Sons v Preston appl of debt from order of Mr Justice Day, dated Dec 16, 1899 Dec 18  
 Landsberger, Humble & Co v Gellatley, Hankey & Co appl of debts from order of Mr Justice Bigham, dated Dec 18, 1899 Dec 20  
 American Automatic Weighing Machine Co ld v Cassidy appl of debt from order of Mr Justice Channell, dated Dec 11, 1899 Dec 20  
 Williams Freeman v Pooley appl of debt from order of Mr Justice Day, dated Dec 15, 1899 Dec 21  
 Bat-on v Bott appl of pliff from order of Mr Justice Day, dated Dec 13, 1899 Dec 21  
 Barton v The Provident Free House Assoc Co ld appl of pliff from order of Mr Justice Day, dated Dec 9, 1899 Dec 22  
 Law Guarantee & Trust Soc ld v Bassett appl of debt from order of Mr Justice Day, dated Dec 13, 1899 Dec 22  
 Union Bank of Manchester v Bowden appl of debt from order of Mr Justice Day, dated Dec 19, 1899 Dec 22

## FROM COUNTY COURT.

## In re The Workmen's Compensation Act, 1897.

1899.

- In the Matter, &c Timmins v The Leeds Forge Co ld (Crown Side) appl of defts from award of County Court (Leeds), dated June 19, 1899 July 4
- In the Matter, &c Rees v Richard (Crown Side) appl of pliff from award of County Court (Swansea), dated June 21, 1899 (security ordered) July 12
- In the Matter, &c Haddock v W & T Humphrey (Crown Side) appl of pliff from award of County Court (Liverpool), dated July 7, 1899 July 24
- In the Matter, &c Bond v Powell Duffryn Steam Coal Co ld (Crown Side) appl of defts from award of County Court (Tredegar), dated July 10, 1899 August 5
- In the Matter, &c Maud v Brook (Crown Side) appl of deft from award of County Court (Leeds), dated July 21, 1899 August 10
- In the Matter, &c Mason v A R Dean (Moore & Sons, third parties)—Crown Side appl of pliff from award of County Court (Salford), dated July 24, 1899 August 12
- In the Matter, &c Rees v The Powell Duffryn Steam Coal Co ld (Crown Side) appl of pliff from award of County Court (Aberdare), dated July 26, 1899 August 12
- In the Matter, &c John v The Powell Duffryn Steam Coal Co ld (Crown Side) appl of defts from award of County Court (Aberdare & Mountain Ash), dated July 26, 1899 August 15
- In the Matter, &c Spencer v Livett, Frank & Son & John Aird & Co (Crown Side) appl of Livett, Frank & Son from award of County Court (Southampton), dated Aug 21, 1899 Sept 5
- In the Matter, &c Welland (an infant) v The Great Western Railway Co (Crown Side) appl of pliff from award of County Court (Tiverton), dated Aug 19, 1899 Sept 8
- In the Matter, &c Smith v Coed Taton Colliery Co ld (Crown Side) appl of Co from award of County Court (Flintshire, Flint), dated Sept 15, 1899 Oct 6
- In the Matter, &c Herron v Charnley (The Rhea Fibre Co ld, 3rd parties), —Crown Side appl of The Rhea Fibre Co ld from award of County Court (Lancashire, Rochdale), dated Sept 22, 1899
- In the Matter, &c Lawson v Atlantic Transport Co ld (Crown Side) appl of Atlantic Transport Co ld from award of County Court (Middlesex, Bow), dated Oct 4, 1899 Oct 16
- In the Matter, &c Law v Craven Bros ld (Crown Side) appl of applicant J Law from award of County Court (Lancashire, Manchester), dated Oct 23, 1899 Oct 25
- In the Matter, &c Douglas v The United Minerva Mining Co ld (Crown Side) appl of respts from award of County Court (Derby, Wrexham and Llangollen), dated Oct 11, 1899 Nov 1
- In the Matter, &c Dolan v Charlton Bros (Crown Side) appl of applicant from award of County Court (Kent, Tonbridge), dated Oct 13, 1899 Nov 1
- In the Matter, &c Fenn v Miller (Crown Side) appl of respt from award of County Court (Middlesex, Bow), dated Oct 25, 1899 Nov 3
- In the Matter, &c Hainsborough (admx, &c), Applicant v Ralli Bros, Respts (Crown side) appl of respts from award of County Court (Lancashire, Liverpool), dated Oct 23, 1899 (security ordered) Nov 9
- In the Matter, &c Illingworth, Applicant v Walsley (Crown Side) appl of respt from award of County Court (Lancashire, Blackpool), dated Oct 25, 1899 Nov 14
- In the Matter, &c Powell, Applicant v Main Colliery Co ld, Respts (Crown Side) appl of respts from award of County Court (Glamorganshire, Neath and Aberavon), dated Oct 27, 1899 Nov 15
- In the Matter, &c Hollyman, Applicant v Cory Bros & Co ld, Respts (Crown Side) appl of respts from award of County Court (Glamorganshire, Neath and Aberavon), dated Oct 27, 1899 Nov 15
- In the Matter, &c Cass (Ann), Applicant v Butler (Arthur), Respt (Crown Side) appl of respt from award of County Court (Yorkshire, Leeds), dated Oct 31, 1899 Nov 17
- In the Matter, &c Crowther (Mary), Applicant v Butler (Arthur), Respt (Crown Side) appl of respt from award of County Court (Yorkshire, Leeds), dated Oct 31, 1899 Nov 17
- In the Matter, &c Brady (Mary Ann), Applicant v Cooper & Craus and Alfred Wright (sued as Arthur Wright), Respts (Crown Side) appl of A Wright from award of County Court (Nottinghamshire, Nottingham), dated Oct 27, 1899 Nov 18 (by leave of Court of Appeal, same date)
- In the Matter, &c Milner (Elizabeth), Applicant v The Great Northern Ry Co, Respts (Crown Side) appl of respts from award of County Court (Northamptonshire, Peterborough), dated Nov 8, 1899 Nov 21
- In the Matter, &c Rixson (Robert W), Applicant v Pritchard & Benwick, Respts (Crown Side) appl of respts from award of County Court (Kent, Dartford), dated Nov 8, 1899 Nov 23
- In the Matter, &c Symons (George), Applicant v Andrew Knowles & Sons ld, Respts (Crown Side) appl of re-pts from award of County Court (Lancashire, Salford), dated Nov 8, 1899 Nov 24
- In the Matter, &c Cheltenham (H H) by Cheltenham (H C), Applicant v The Manchester Ship Canal Co, Respts (Crown Side) appl of respts from award of County Court (Lancashire, Salford), dated Nov 8, 1899 Nov 28
- In the Matter, &c Daniel (Mary), Applicant v Ocean Coal Co, ld, Respts (Crown Side) appl of applicant from award of County Court (Glamorganshire, Pontypool), dated Nov 8, 1899 Nov 29
- In the Matter, &c Haines (Henry), Applicant v Penrhyber Coal Co ld Respts (Crown Side) appl of respts from award of County Court

(Glamorganshire, Aberdare and Mountain Ash), dated Nov 13, 1899 Dec 1

In the Matter, &amp;c Davies (David), Applicant v The Rhymney Iron Co ld Respts (Crown Side) appl of applicant from award of County Court (Monmouthshire, Tredegar), dated Nov 14, 1899 (security ordered) Dec 4

In the Matter, &amp;c Filbin (John), Applicant v The Sun Paper Mill Co ld, Respts (Crown Side) appl of respts from award of County Court (Lancashire, Blackburn), dated Nov 13, 1899 Dec 4

In the Matter, &amp;c Dickens (Stephen Turner), Applicant v Newport Engineering Co ld, Respts (Crown Side) appl of re-pts from award of County Court (Monmouthshire, Newport), dated Nov 16, 1899 Dec 6

In the Matter, &amp;c Pearce (Frederick), Applicant v The London &amp; South Western Ry Co, Respts (Crown Side) appl of applicant from award of County Court (Surrey, Southwark), dated Nov 20, 1899 Dec 11

In the Matter, &amp;c Bebbington (Robert) v Waverley Coal Co ld (Crown Side) appl of defts from award of County Court (Yorkshire, Sheffield), dated Nov 28, 1899 Dec 15

In the Matter, &amp;c Stuart v Nixon &amp; Bruce (Crown Side) appl of pliff from award of County Court (Lancashire, Liverpool), dated Nov 27, 1899 Dec 16

In the Matter, &amp;c Hubbard v Allen, Hewitt &amp; Sons ld (Crown Side) appl of pliff from award of County Court (Staffordshire, West Bromwich), dated Dec, 1899 Dec 20

In the Matter, &amp;c Wadd v Iiter (Crown Side) appl of pliff from award of County Court (Northamptonshire, Peterborough), dated Dec 5, 1899 Dec 21

N.B.—The above list contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to 23rd of December, 1899.

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

HILARY SITTINGS, 1900.

(Continued from p. 165.)

Chancery Causes for Trial or Hearing.

(Set down to December 23, 1899, inclusive.)

- Before Mr. Justice KEKEWICH.  
Causes for Trial (with witnesses).  
Maclean v Orr act  
In re Mazini Hilton v Villari act  
& m f j  
Stainton v Richardson act  
Symons & Co ld v Army & Navy  
Co-operative Soc ld act (pleadings to be delivered)  
Nalder & Cullver's Brewery Co ld v  
Harman act  
Hudson v Adams act  
Schofield v Allen act  
Rucker v New Alburnia Gold  
Mining Co ld act  
In re Dunbar Dunbar v Taylor  
act  
Thornton v Thornton act  
Graham v Staines Reservoirs Joint  
Committee act  
Ferneley v Board of Works for the  
Limehouse District act  
Gaze v Gaze & Sons ld act  
Metropolitan Ry Co v Great Western  
Ry Co act  
Potts-Chatto v King act  
In re McCallum McCallum v  
McCallum act  
Le Mesurier v Le Mesurier act  
A W Gamage ld v The Dunlop  
Pneumatic Tyre Co ld act  
Smith v Smith act  
Mead v Bell act  
Mullett v Hooper act  
Isaacs v Blaiberg act  
New Branston, &c Co ld v Gates  
act  
Clarke v Clarke act  
Bott v Bethell act  
Hearson v Hicklin act without  
pleadings (Jan 16, by order)  
Saxby v Collins act  
Tyrer v Marshall act  
Marriott v Reid act  
Jones v Leask act  
White v White act without pleadings (Jan 16, by order)  
Mitchell v Baker act

Action for Trial (without witness)  
In re A D Innes & Co ld Smith v  
Innes & Co ld m f j (short)

## Adjourned Summonses.

- In re Harrison Kench v Harrison  
In re Simonds Boswell v Simonds  
In re Elliott Hunter v Pyle pt  
hd—first day (after Motions)  
In re Wilkinson E-am v Attorney-General  
In re Prater Hills v Prater  
In re Mason's Trusts  
In re Ludlam Kingdon v Kingdon  
In re Hughes & Ashley's Contract  
& V & P Act, 1874  
In re Lomas Lomas v Squires  
In re The Melbourne Brewery & Distillery ld & Co's Acts  
In re Newman & Bell's Contract

## Further Consideration.

- In re J Ross Coles v Theobald  
fur con adjd from Chambers, and  
further hearing of sums re T  
Ross (Sartorius v Theobald)

Before Mr. Justice WRIGHT.  
(Sitting as an additional Judge of  
the Chancery Division.)  
Companies (Winding-up).

- Petitions.  
Westralian, London, & Johannesburg Co ld (petn of T G Bowick)  
London & Johannesburg Syndicate  
ld (petn of T G Bowick & anr)  
Kent Collieries Corp ld (petn of  
Kent Coal Fields Syndicate and  
its Liquidator)  
New Buckingham & Adams' Cycle  
Co ld (petn of Leadbeater & Scott)  
London & Northern Bank ld (petn  
of J Nicholson)  
Same (petn of International Union  
Investment Syndicate ld)  
Little John Cycle Co ld (petn of  
C I Wright & ors)  
Selkirks ld (petn of John Hirst  
Selkirks)  
Kensington Co-operative Stores, ld  
(to reverse decision of Official  
Receiver rejecting proof—Southwood) with witnesses  
Same (same—Allen) with witnesses  
Appleton, French, & Scrutton, ld  
(for removal of liquidator)



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Victoria Reef Gold Mine, ld (for liquidator to file accounts)  
Illustrated Newspaper Corp'n, ld (on claim of Aitken)  
Lake View Extended Gold Mine (W A), ld (for directions in voluntary winding up)  
Welsh Whisky Distillery Co, ld (for directions in voluntary winding up)

## Chancery Division.

Tivoli Restaurant & Buffet Co, ld  
Waring & Gillow, ld v Tivoli Restaurant & Buffet Co, ld (to vary certificate)

## Actions for trial.

Tyrian Construction Cold v Pilcher & anr  
Leeds & Hanley Theatre of Varieties ld Consolidated Exploration & Finance Cold v Leeds and Hanley Theatre of Varieties ld

## Before Mr. Justice BYRNE.

Causes for Trial (with witnesses).  
In re Smithies Eastwood v Whitaker adjd sums entered in Witness List

Winn v Barnett act (pleadings to be delivered)  
Goldspink v Pooley act  
The Whitstable Oyster Fishery Co v The Hayling Fisheries ld act  
Geer v Geer act without pleadings  
Harris v London & North Western Ry Co act  
Nurdin and Peacock v Williams act without pldgs  
Born v Turner act  
British Workman's & General Assoe Co ld v Balshaw act (pleadings to be delivered)  
Pulleyn v Terry act  
Ward v Hana act  
Zwillingwebstuhl (Patent Felix Mayer) & v Moser act  
Beebe v Marine & Engineering Contract Co ld act without pleadings  
Met Real & General Property Trust ld v Scharrer act  
Broyd v Evans act  
Tooth v T Smith & Sons act  
In re Wardle Tetley v Wardle act

## Adjourned Summonses.

In re Boxall Woolley v Boxall adjd sums  
In re Coventry Coventry v Coventry adjd sums  
Norton v Norton adjd sums  
In re Griggs Freeman v Griggs adjd sums  
In re McIlwraith Burnett v McIlwraith adjd sums  
Wilkinson v Williamson adjd sums  
In re Robson Robson v Morse adjd sums  
In re Wilson Murray v Clough adjd sums  
In re Boyd Smith v Boyd adjd sums  
In re Burrows Eadie v Sheldon adjd sums  
In re Brisley Brisley v Copland adjd sums  
In re Hancock Watson v Watson adjd sums  
Griffith v National Bank of Wales ld adjd sums  
In re Lovibond Gully v Brooker adjd sums  
Estates & Investment Corp'n ld v Cobb adjd sums  
In re Broomhead Cotton Fox's Estate Wightman v Broomhead Cotton Fox's Estate adjd sums  
The Welshbach Incandescent Gas Light Co ld v New Sunlight Incandescent Co ld adjd sums

(procedure) so first day of Non-Witness Actions, &c after pt hd  
In re Williams & James, Solrs, &c (taxation) adjd sums  
In re Tavistock Brewery Co & Gilbert & V & P Act, 1874 adjd sums  
Hall v Watson adjd sums  
In re Keller Meredith v Keller adjd sums  
Pearmund v Percy adjd sums  
In re Campbell Campbell v Horne adjd sums  
In re Earl of Sefton Baring v Earl of Sefton adjd sums  
In re Webb & Collins' Contract & V & P Act, 1874 adjd sums  
In re Ashberry Ashberry v Jones adjd sums  
In re Quain Quain v Quain adjd sums  
Green v Hiatt m f j (s o next Short Cause day if parties agree, if not to go into Non-Witness List, &c)

In re Beddington Nicholls v Samuel adjd sums  
In re Burton & Watson's Contract & V & P Act, 1874 adjd sums  
In re Booth Pickard v Booth adjd sums  
In re Hope de Cetto v Hope further hearing of adjd sums  
In re Hodgson Taylor v Dean adjd sums  
In re Cox Cox v Edwards adjd sums  
In re Owen's Trusts adjd sums  
In re Brogden Wallace v Brogden adjd sums  
In re Cloudesley's Charity adjd sums

## Further Considerations.

In re C Smith Robson v Tidy fur con  
In re Newbery Newbery v Buckingham fur con

## Before Mr. Justice COZENS-HARDY.

Causes for Trial (with Witnesses).  
Thomas v Transatlantic Steam Coal Co ld act for trial  
Governors of Bridewell Hospital v Marshall act for trial  
Hazel v Humfrey act for trial  
In re Dickinson's Patent, 1891, No 5,461 petn entered in Witness List  
Honours v Equitable Life Assoe Society of the United States act (Jan 30, after pt hd)  
Catten v Bridgewater Bridgewater v Catten acts for trial (consolidated)  
Bailey v Kendall act  
The Atlas Contract Corp'n ld v Horncastle act (security ordered)  
Kidston v Paddon act  
Stevens v Stevens act & m f j  
Earl of Egmont v Lefroy act  
Derham v Tangier Mine ld, &c (British Columbia) act  
de Segundo v Same act  
Foster v The Worshipful Company of Plumbers act (not before Jan 22)  
In re Smith Walker v Pickerill act & m f j (not before March 1)  
In re the Co's Acts, 1662 to 1896, and in re The West Australian Trust ld (expte Brock) motion entered in Witness List  
In re Same (expte R. Pratt) motion entered in Witness List  
In re Same (expte McCullum) motn entered in Witness List  
In re Same (expte H S Sugden) motn entered in witness list  
In re Same (expte P. Phillips) motn entered in witness list  
In re Same (expte O E Mason) motn entered in witness list

In re Same (expte W F Holmes) motn entered in witness list  
In re Same (expte F H Gribble) motn entered in witness list  
In re Same (expte J Gibson) motn entered in witness list  
In re Same (expte R Evans) motn entered in witness list  
In re Same (expte W H Bumpus) motn entered in witness list  
Fernley v Anderson, Weber & Smith act  
In re Wakeling's Patent, 17814 of 1898 petn entered in witness list (Jan 18)  
Duke of Marlborough v Rowland act (pleadings to be delivered)  
Bury v Platt act  
Kemp v Buxton act  
Lello v Ludlow Rural District Council act (pleadings to be delivered)  
Welbach Incandescent Light Co v New Incandescent (Sunlight Patent) Gas Lighting Co ld act  
Gedge v Bartlett act  
The Welshbach Incandescent Gas Light Co ld v New Sunlight Incandescent Co ld act  
Mayall v Lees act (Manchester D R)

Transferred by Order, dated Dec 21, 1899

Drost v Yates act  
Nyburg v Newton act without pleadings  
Clark v Anglo-American Construction Co ld act  
Murray v Robert Arthur Theatres Co ld act  
Golby v Gordon act  
Wilman v Rangeley act (Bedford D R)  
In re Ray Fish v Fish act  
Great Northern Railway Co v Great Northern & City Ry Co act  
West Ham Central Charity Board v Co of Proprietors of East London Waterworks act  
Davies v Link act  
Jones v Blaisdell's Pencils ld act  
Jones v Cooke act (so 21 days after inspection)  
Duplessis v Kellett act  
Pannell v City of London Brewery Co ld act  
Wharfedale Brewery Co ld v Bradley act and counter-claim  
Brading v Clark act  
Burchett v Gladwin act  
Billinghurst v Haywood act and counterclaim  
Curtis v Baines act, counterclaim and m f j  
In re Warner Warner v Warner act  
Wahlin's Butter Patents Syndicate (in liquidation) v Briscoe act  
Conron v Burgess act  
Ind, Coope & Co ld v Hamblin act  
Stephenson v Yorke act & m f j  
Richardson v Alton act  
de Freville v Lloyd's Bank d Lloyd's Bank ld v de Freville act & counterclaim  
Hillier v Newman act & m f j  
Consolidated Exploration & Finance Co ld v Martyn act  
Liebig's Extract of Meat Co v Stacey & Co act without pleadings  
Stephens v Stephens act  
Hicks v Halford act  
Phillips v Murrell act  
Bottom v Lodge & Harper Co ld act  
In re Kern's Patent, No 294 of 1897 petn entered in witness list  
Christmas v Knowles act  
Bexhill Pier, Park, & Land Co ld v Webb act  
Simpson v McKeone act

Chaytor v Hill act  
Mansions Proprietary ld v Queen's College, Oxford act  
Hilton v Hallett act  
Bennett v Stone act  
In re the Palace Co, Newcastle ld  
Lundi v Palace Co, Newcastle ld act  
Evans v Evans act  
Hammond v Price act  
Powell v Poole act (set down by debt)  
Hawkes v Leyton Urban District Council act (pleadings to be delivered)  
Clegg v Whitechurch act  
Clegg v Whitechurch act  
Cocks v Cook act  
Chalmers v Piccadilly Tyre Co ld act  
Goldstein v Nichols act & counter claim  
Thomas v Lawrence act  
Lambert & Butler ld v Hochschild act (pleadings to be delivered)  
Brighton Intercepting & Outfall Sewers Board v Burton act  
Collins v Wilkins act  
Tebb v Cave act  
Clarke v Rumney act  
Hucklesby v Hook act  
Rooney v Stanton act  
Foxon, Robinson, & Co ld v Robinson Bros & Smith ld act  
Blackburne v Hope-Edwards act  
J C & J Field ld v Wagel Syndicate ld act without pleadings  
In re The Trade Mark 96997 & Patents Designs &c act mtn to come on with act  
Hewetson v Edwick act and m f j  
Bowley v Bailey act  
End of Transfer  
Gibbs v Currie act (Jan 15) heard for Mr Justice Stirling

## Before Mr. Justice FARWELL.

Causes for Trial (with Witnesses).  
Toye v Parkes act (s o three weeks after delivery of last defence)  
England v Dagg act, counter-claim, and m f j  
Whittington v Seale-Hayne act  
Martin, Earle, & Co ld v Shann act  
The Music & Arts Corp'n ld v Duncan act  
Fox v National Telephone Co ld act and counterclaim  
Paget v Grosvenor act  
Deacon v Cripps act  
Poney v Hordern Gawtron v Hordern act, counterclaim, m f j & m f j in counterclaim  
Presto Gear Case & Components Co ld v Orms, Evans, & Co ld &c act  
Taylor v London & County Banking Co ld act  
Edison Bell Consolidated Phonograph Co ld v Levi act  
Dunn v Brown & Polson act  
Powell v Fortescue act  
Kent v Carpenter act (pleadings to be delivered)  
London General Omnibus Co ld v Haydon act (pleadings to be delivered)  
Bowick v Borchgrevink act  
Chamberlain & Hookham v Mayor, &c, of Bradford act  
Brenchley v Higgins act  
Duffield v Bryant act  
Rajah of Vizianagram v Turner act (s.o. until depositions filed)  
Hewlings v Dairymple act (not before Feb 1)  
Jones v Potts act  
Newman & Owsen Peat Moss Litter Co (of Ireland) v D'Humy act  
Law v Law act

In re The Borax Co ld Fester v  
The Borax Co ld act  
Adams v Cockerton act  
Conry v Fox act  
Yorkshire Laundries ld v Pickles  
act  
Berry v Jenner & Sons act  
Twickenham Urban District Council  
v Cole act  
Biggs v Kingsbury act and counter-  
claim  
Dairy Supply Co ld v de Wytten-  
back act  
Steljes v Exchange Telegraph Co  
ld act  
Savage Bros ld v Brindle act &  
m f j

In re Godwin & Hewitt's Patent.  
No 9220 of 1891 &c ptn (entered  
in witness list)  
Sloan v Farrer & Morgan act  
Gomer v Taylor act  
May v Platt act (not before Jan 25)  
Forster Brown v Langley act  
Lowcock ld v Lowcock Lowcock  
v Green act & counter-claim  
Hoare v Greenside act  
In re Holland Richards v Holland  
act  
Garrett v McLean act  
Hunt v Luck act (pleadings to  
be delivered)  
Foakes v Jackson act (transferred  
from Stirling, J.)

## THE PROPERTY MART.

### SALES OF THE ENSUING WEEK.

Jan. 23.—Mr. J. C. STEVENS, at 88, King-street, Covent Garden, Natural History Specimens,  
Horns and Horns of Animals.  
Jan. 24.—Roses, Fruit Trees, &c.  
Jan. 25.—Lithums, Plants, Roses, &c.  
Jan. 26.—Photographic Apparatus, &c. (See advertisement, this week, p. 4).

## WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 12.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

CENTRAL MIDDLESEX WATER CO., LIMITED (INCORPORATED IN 1898).—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Ernest Woolley, 7, Finch lane. Woolley, solicitor to liquidator  
ERNEST HALL & CO., LIMITED.—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Fred. Hargreaves, 26, Brown st, Manchester  
GOLDEN ARROW MINE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Friday, Feb 16, to send their names and addresses and the particulars of their debts or claims, to William Henry Brown, 34 and 36, Gresham st. (This notice is given to formally comply with the requirements of English company law, the company having been reconstituted as "The Golden Arrow Mine, Limited.") Burn & Berridge, 11, Old Broad st, solicitors for liquidator  
HUDSON POWELL & CO., LIMITED.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Walter Place, 128, Lord st, Southampton  
"LIVER," LIMITED.—Creditors are required, on or before Feb 9, to send their names and addresses, and the particulars of their debts or claims, to G. Wilson Pictou, 8, Sweeting st, Liverpool, solicitor to liquidators  
MEAR & GREEN, LIMITED.—Creditors are required on or before Feb 1, to send their names and addresses, and the particulars of their debts and claims, to William Arthur Kirby, 4, Broad st bldgs  
PACIFIC BORAX AND REDWOODS CHEMICAL WORKS, LIMITED.—Creditors are required, on or before Feb 1, to send in their names and addresses, and the particulars of their debts or claims, to William Arthur Kirby, 4, Broad st bldgs  
SAFETY NERVE SLIP HORSESHOE AND STAMPING CO., LIMITED.—Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts or claims, to Sidney Howard Hosell, Old sq, Birmingham. Wright, Birmingham, solicitor to liquidator  
SEAFOOD BAY ESTATE CO., LIMITED.—Ptn for winding up, presented Jan 10, directed to be heard on Jan 24. Trower & Co. & New sq, Lincoln's inn, solicitors for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23  
STEAMSHIP "SUBBITON," LIMITED.—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to James Clement Leader, Jamaica Wharf, Upper Ground st, Blackfriars. Arnold & Co, Vestry House, Laurence Pountney hill, solicitors to liquidator

### FRIENDLY SOCIETIES DISSOLVED.

KIRKDALE FEMALE TOWNE SOCIETY, Archer st Schools, Kirkdale, Liverpool. Jan 6  
No. 1 NEWMARKET TAVERN MONEY CLUB, Newmarket Tavern, Yorkshire st, Rochdale, Lancs. Jan 8  
PROVIDENT UNITED SISTERS' BENEFIT SOCIETY, Metropolitan Tabernacle, Newington. Dec 27  
St. James' CATHOLIC BENEVOLENT SOCIETY, St. James' Catholic Boys' Schools, Chesnut grove, Bootle, Liverpool. Jan 6

London Gazette.—TUESDAY, JAN. 16.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

MANCHESTER ACETYLENE GAS AND CARBIDE CO., LIMITED.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts and claims, to J. Wharton Pollitt, 7, Pall Mall, Manchester. Lawson & Co, Manchester, solicitors to liquidator  
PITTS, SON, & KING, LIMITED.—Ptn for winding up, presented Jan 12, directed to be heard on Jan 24. James, 60, Lincoln's inn fields, for Bennetts, Truro, solicitors for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23  
SCOTTISH CONTRACT CO., LIMITED.—Ptn for winding up, presented Jan 9, directed to be heard Jan 24. Blair & Girding, 1, Wool Exchange, Basinghall st, solicitors for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23  
SIMULTANEOUS COLOUR PRINTING SYNDICATE, LIMITED.—Ptn for winding up, presented Jan 11, directed to be heard Jan 24. Patersons & Co, 25, Lincoln's inn fields, ptners' solicitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23

### FRIENDLY SOCIETY DISSOLVED.

TRUMAN FREEMANST TOWNE SOCIETY, 28, Old Haymarket, Liverpool. Jan 6

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

#### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 29.

GRONBERG, FREDERICK, Fortress rd, Kentish Town, Gentleman Jan 24 London and Universal Bank, Ltd, v Doherty, Kekewich, J Kingston, Fitzroy st, Fitzroy sq

London Gazette.—TUESDAY, JAN. 16.

DENN, JOHN, Slaithwaite rd, Lewisham, Gent Feb 14 Lemon v Denn, Cozens-Hardy, J Matthews, Queen Victoria st

JONES, BENJAMIN BRANT, Chingford, Essex, Carman Feb 10 Campbell v Jones, North, J Avery, Finsbury pvtant

### UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 5.

ADAMS, ROBERT, Thompson, Norfolk, Farmer Feb 1 Houshen & Houshen, Thetford

ASALS, JAMES, South Hackney, Cabinet Manufacturer March 1 Wadeson & Malleson, Devonshire sq

BELLAIRS, ANNIE, Skirbeck, Lincoln Feb 9 Sturton, Holbeach

BENNETT, THOMAS HAZARD, Derby, Wholesale Grocer Feb 1 Moody & Woolley, Derby

BERRY, LOUISE, Norwich Feb 9 Clarke, Norwich

BOURNE, HENRY, Redhill, Surrey March 1 Vandercom & Co, Bush ln

BUCKELL, LEONARD, North Pallant, Chichester, MD Feb 23 Sowten & Co, Chichester

CALLAND, HARRIETT ANN, Noth, Glam March 1 Prior, Portsmouth

CHAPPEL, SAMUEL EDWIN LEOPOLD, Hackney Feb 14 Eliza Chapple, Wightman rd, Finsbury Park

CLARKE, WILLIAM JOHN, Putney Heath Feb 28 Wadeson & Malleson, Devonshire sq

COLLIER, AUGUSTA MARGARET, Putney March 1 Wadeson & Malleson, Devonshire sq

COOKSON, ROBERT, Preston, Innkeeper Feb 1 Cookson, Preston

EDWARDS, JOHN DRAPER, Great Yarmouth Jan 15 Burton & Son, Great Yarmouth

FURNEAUX, GEORGE, Mile End, Customs House Agent Feb 15 Forbes & Son, Bow

HARGREAVES, JOHN, Littleborough Feb 1 Sager & Co, Todmorden

HARRISON, FRANK BRITTAIN, Chertsey Feb 1 White, Chancery ln

HOWARD, JOHN HINDLEY, Warrington, Farmer Jan 15 Burton & Son, Gt Yarmouth

HUBBERTY, ELIZA CAROLINE, Wirksworth, Derby Feb 1 Oldham & Marsh, Melton Mowbray

ISLES, FRANCIS, Goolle, York, Stavedore Jan 15 Everatt & Silvester, Goolle

JONES OWEN GLYNNE, Denmark hill Feb 5 Brooks & Heller, Old Jewry

Joy, EMILY ELIZABETH, Northwold, Norfolk Feb 1 Houshen & Houshen, Thetford, Norfolk

LEBUNE, ADAM EDWARD, Manchester, Merchant Feb 16 Hall & Co, Manchester

LAWSON, ELIZA, Hockwold cum Wilton, Norfolk Feb 1 Houshen & Houshen, Thetford, Norfolk

LEWIS, THOMAS, Llanwrtyd Wells, Brecknock, Newsvendor Feb 1 Evans, Aberdare

LINGS, ERNEST, Northenden, Chester, Yarn Agent Feb 5 Hookin & Co, Manchester

LINGS, THOMAS, Northenden, Chester Feb 5 Hookin & Co, Manchester

LOUTH, ARTHUR BENJAMIN, South Norwood Feb 1 Witley & Denton, Colchester

MACGREGOR, ALPIN, Mount st Feb 5 Walters & Co, New sq

MANUEL, JOHN WRIGHT TOPHAM, Sheffield, Artist March 31 Burdekin & Co, Sheffield

MEARS, CATHARINE, Morville st, Bow Feb 15 Forbes & Son, Bow

MILLS, JOHN GEORGE, Sunderland Jan 31 Botterell & Roche, Sunderland

MOSS, SAMUEL, St Austell, Cornwall March 1 Graham & Graham, St Austell

NAYLOR, WILLIAM, Eyeworth, Bedford, Farmer Feb 17 Smith, Sandy

NORTON, JANE, Shepherd's Bush Feb 1 Head & Hill, Raymond bldgs

OCKENDER, EDMUND JOHN, Hove, Sussex March 1 Lee & Pemberton, Lincoln's inn fields

PERKINS, WILLIAM ALFRED, Liverpool, Butcher Feb 3 Pearson, Birmingham

POTTON, GEORGE, Horsleydown, Surrey, Builder Jan 31 Cox & Lafone, Tower Royal

PRATT, FREDERICK ROGERS TIDD, Kingston, Hereford, Solicitor Feb 14 Davies, Strand

REARD, DAVID HENRY, Moss Side, nr Manchester, Provision Dealer Jan 20 Cobbett & Co, Manchester

SANDLAND, MARIA, Birmingham Feb 6 Wright & Marshall, Birmingham

SHERINGTON, SYLVANUS, Mappleborough Green, Warwick, Farmer Feb 17 Brooks, Birmingham

SIMPSON, GEORGE, Bentley, York, Labourer Feb 1 Parkin & Co, Doncaster

SMITH, VERA HERBERT, Selhurst, Surrey Feb 15 Smith, c.o. Smith, Coleman st

STAITE, MISS ELIZABETH, Leyton Feb 11 Freeman, Chancery ln

THOMPSON, HENRY THOMAS, Corbridge, Northumberland Feb 21 Brown & Son, Newcastle upon Tyne

WALTON, MARGARET ANN, Bristol Feb 6 Powell & Skues, Essex st, Strand

WARD, WILLIAM, Croydon Feb 10 Daphne, Basinghall st

WILBY, AMOS, Putney, Coachman Feb 7 Carr, Surrey st

WILSON, WILLIAM DAVID, Tunbridge Wells March 3 Fearless & Beeching, Tunbridge Wells

WINZER, JOHN, and CHRISTIAN JANE WINZER, Paignton, Devon Feb 15 Tucker, Paignton

London Gazette.—TUESDAY, JAN. 9.

ANDREWS, RICHARD, Idestock, Leicester, Farmer Feb 20 Fisher & Co, Ashby de la Zouch  
ANDREWS, EDWARD HENRY, Maidenhead, Berks, Plumber Feb 28 Moore & Davis, New sq, Lincoln's



BERKHAM, ELIZABETH, Bowdon, Chester Feb 15 Nicholls & Co, Altrincham  
 BILLINGHAM, JEREMIAH, Rowley Regis, Stafford Jan 20 Cooksey, Old Hill, Staffs  
 BISHOP, JOHN, Great Yarmouth Feb 1 Harmer & Ruddock, Great Yarmouth  
 BLOKHAM, DANIEL, Felling, Durham, Brick Manufacturer Jan 30 Rennoldson, South Shields  
 CHALLIS, HENRY JOSEPH, Brixton hill March 31 Dalston & Co, Southampton st, Bloomsbury  
 COOPER, CHARLES WILLIAM, Leicester, Physician Feb 8 Cooper, Leicester  
 DALTON, RACHAEL, Stockton on Tees Feb 14 Hunton & Watson, Stockton on Tees  
 DE WALDEN AND SEAFORD, Right Hon FREDERICK GEORGE SCOTT, Lord HOWARD, Piccadilly Feb 20 Gadsden & Treherne, Bedford row  
 DURANT, ALFRED, St Mary Axe Feb 12 Croft & Mortimer, Coleman st  
 EDWARDS, ANN, Kingston upon Hull Feb 23 Laverack & Son, Hull  
 GILDERDALE, JOHN GUY, Dresden, Germany, Merchant's Clerk March 3 Snow & Co, Great St Thomas Apostle  
 GRAY, JOHN, Handsworth, York Feb 12 Smith & Co, Sheffield  
 GRAY, WILLIAM THOMAS, South Norwood, Actuary Jan 22 Johnson & Downing, Moorgate st  
 GRIFFITH, WILLIAM, Llanddanielion, Carnarvon Feb 20 Owen, Carnarvon  
 GRINDLE, ANNETTE SARAH, Brighton Feb 28 Pennington & Son, Lincoln's inn fields  
 HADWEN, ELIZABETH, Ashfield, Lancaster Feb 15 Johnson & Tilley, Lancaster  
 HODLEY, EDWARD, Walsall, Builder Feb 12 Gillespie & Craddock, Walsall  
 HUMPHREY, JOHN, Barrow upon Humber March 1 Goy & Cross, Barton on Humber  
 KEEBLE, GEORGE, Hacheston, Suffolk, Farmer Feb 20 Gross, Woodbridge  
 LARKIN, ELIZABETH, Camden Town Feb 14 Byfield & Son, Stone bldgs, Lincoln's inn  
 LUCAS, JAMES HENRY, Newbury, Berks Jan 19 Hopkins, Hungerford, Berks  
 LUDLOW, BRIDGET ANNE LEOGE, Dorchester, Dorset Feb 14 Andrews & Co, Dorchester  
 ORMEROD, ROBERT, Ainsworth, Lancs, Farmer Feb 1 Pickstone & Jones, Radcliffe  
 PLATER, MICHAEL, Commerce rd, Wood Green Feb 12 Croft & Mortimer, Coleman st  
 POLDEN, ANNA MARIA, Wimborne Minster, Dorset Feb 12 Dibben, Wimborne Minster  
 POTTER, SAMUEL, Tulse Hill Feb 14 Farlow & Jackson, Fenchurch st  
 PULLIN, MARGARET JANE, Clifton, Bristol Feb 28 Barry & Harris, Bristol  
 RYDING, HARRIET ANN, Tooting Feb 6 Brooks & Heller, Old Jewry  
 SALTER, HENRY ALLEN, Mark, Somerset, Yeoman Feb 6 Brice, Bridgwater  
 SAUNDERS, WILLIAM, Silverdale, Stafford, Cab Proprietor Feb 11 Till, Newcastle under Lyne  
 SYDER, FREDERICK, Walworth Feb 16 Shaen & Co, Bedford row  
 TREBLE, WILLIAM, Tiverton, Devon Feb 6 Carpenter & Martin, Tiverton  
 VAUGHAN, JULIA ANNES, Ealing Feb 10 Finch & Turner, Cannon st  
 WARREN, ARTHUR COURTENAY, Blackpool, Accountant's Clerk Feb 28 Tallent-Bateman & Thwaites, Manchester  
 WHITELEG, JAMES, Chorlton cum Hardy, Lancaster, Farmer Feb 9 Griffiths, Oldham  
 WELLS, MARY ANN, Hammesmith Feb 20 Vanderpump & Son, Gray's inn sq  
 WILCOCKE, JOHN WILLIAMS, Whitchurch, Devon, Yeoman Feb 1 Johnstone, Tavistock  
 WYNFORD, Right Hon WILLIAM DRAPER MORTIMER Baron, Grosvenor sq Jan 31 Diamond & Son, Wimpole st

## London Gazette.—FRIDAY, Jan. 12.

AINSLIE, ELIZA ANNE, Walton on Thames Feb 10 Dowson & Co, Surrey st, Victoria Embankment  
 AUBREY, WILLIAM WRIGHT, Icken Abbas, Hants Feb 19 Wooldridge, Winchester  
 BARTON, THOMAS HENRY, Westfield, Sussex Feb 17 Davenport & Co, Hastings  
 BAYLY, Rev FRANCIS HARDING GIFFARD, Tottenham Feb 15 Hartcup & Co, Fitzalan House, Arundel st  
 BELL, CHARLES, Holloway Feb 10 Harston & Bennett, Bishopsgate st Within  
 BERGQUIST, GUSTAV ROBERT, Bellingwe, S Africa Feb 1 Hurd, Norfolk st, Strand  
 BREWER, JOSEPH, Ilford, Essex Feb 3 Crossman & Co, Theobald's rd  
 CRISWELL, SARAH, Winhill, Derby Feb 16 Richardson, Burton on Trent  
 DAVIS, ELIZA, Redland, Bristol Feb 15 E & E A Harley, Bristol  
 DOUGLAS-WILLAN, WILLIAM MOFFAT, Haverfordwest Feb 10 Ravenscroft & Co, John st, Bedford row  
 DRABBLE, GEORGE WILKINSON, Bayswater Feb 26 Stileman & Neate, Southampton st, Bloomsbury  
 ELLWOOD, WILLIAM, Clerkenwell, Mechanic March 1 Rooks & Sons, Lincoln's inn fields  
 GERAUT, EUGENE, Highbury quadrant Feb 10 H & G Keith, Chancery ln  
 HEATH, WILLIAM FREDERICK, Hastings Feb 29 Micklem & Hollingworth, Gresham st  
 JEAFFRESON, CHRISTOPHER SAMUEL, Newcastle upon Tyne, Doctor Feb 14 J D & D M Macdonald, Newcastle upon Tyne  
 JOHNSON, ELIZABETH, Darlington Feb 1 Graham & Shepherd, Sunderland  
 JONES, MARGARET, Pontypriid Feb 8 Davies & Co, Pontypriid  
 JONES, THOMAS, West Brompton March 15 Bythway & Son, Pontypool  
 LAWFORD, EDWARD, Leighton Buzzard, Doctor Feb 1 Newton, Leighton Buzzard  
 LAWRIE, MARY ELIZABETH, Albert gate Feb 12 Fitzhugh & Co, Brighton  
 LAWRENCE, GEORGE JAMES, Epping Feb 12 Huntley & Son, Tooley st, Southwark  
 LEOGE, HENRY CHARMAN, Dorking, Veterinary Surgeon Feb 10 Hart & Co, Dorking  
 LOVEBOUGH, ANNA MARIA, Honor Oak Park, Kent Feb 19 Stuart & Tull, Gray's inn sq  
 MAHLER, JOHN, New Brighton, Chester, Iron Merchant Feb 10 Laces & Co, Liverpool  
 MARTIN, WILLIAM, Albert sq, Commercial rd, Police Constable Feb 8 Davies & Co, Pontypriid

MATTHEWMAN, JOHN, Aspley, nr Huddersfield, Wholesale Provision Dealer Feb 21 Laycock & Co, Huddersfield  
 MINCHIN, CHARLES CHERRY, Bournemouth Feb 23 Minchin & Co, Laurence Pountney ln  
 MOLYNEUX, HERBERT, Hanover st, Hanover sq Feb 7 Walls & Stallard, Old Jewry  
 OLDFIELD, JANE, St Helens, Lancs March 14 Anadell & Eccles, St Helens  
 PARSONS, GEORGE ANNA, Carmarthen Feb 17 Vincent, Ryde  
 PARSONS, SAMUEL STRUTT, Manningtree, Essex, Plumber Feb 22 Synnot, Manningtree  
 RAMSEY, JOHN, Kingston upon Hull Jan 19 Everatt & Silvester, Goole  
 RICHMOND, WILLIAM SMITH, Darlington Feb 1 Graham & Shepherd, Sunderland  
 SANGSTER, ROSE, Kennington Park rd Feb 1 Miller & Co, Telegraph st  
 SAWYER, JOSEPH, Waterloo, Lancs, Builder Feb 21 Hannay, Liverpool  
 SMITH, SAMUEL, St Thomas the Apostle, Devon Feb 13 J & S P Pope, Exeter  
 SMITH, THOMAS, Gringley on the Hill, Nottingham, Farmer Feb 9 Cartwright & Walker, Bawtry  
 SPENCER, HANNAH MARY, South Birkdale, Lancs Feb 20 Threlfall, Southport  
 SURVILLE, LEOPOLD EDWARD CONSTON, Clapham Feb 13 Huntley & Son, Bank chmbrs, Tooley st  
 TAYLOR, JANE HANNAH, Tunstall, Stafford Feb 1 Hollinshead, Tunstall  
 THOMPSON, SAMUEL, Mile End rd, Tea Merchant Feb 28 Eames, Hastings House, Norfolk st  
 THURLOW, THOMAS, Epping, Essex, Draper Jan 31 Trotter, Epping  
 TURNER, EDWARD, Sheffield Feb 14 Lucas & Padley, Sheffield  
 WIGNALL, HENRY, Nottingham, Licensed Victualler Feb 10 Bright, Nottingham  
 WILSON, JOSHUA GARSIDE, Rastrick, nr Brighouse, York March 10 Sutcliffe, Hebden Bridge  
 YATES, GEORGE, Shaw, nr Oldham Feb 17 Ascroft & Maw, Oldham  
 YOUNG, ROBERT, Felixstowe, Suffolk March 13 Hoyle, Parliament mansions, Westminster

## London Gazette.—TUESDAY, Jan. 16.

ADAMS, GERALD WHEATLEY, Birmingham, Surgeon Feb 17 Tyndall & Co, Birmingham  
 ASH, JAMES WILTON, Penzance, Coachbuilder Feb 23 Tryhall & Bodilly, Penzance  
 BOUGHTON, ARTHUR, Lozella, Warwick Feb 8 Restall, Birmingham  
 BROOKES, EDENEZER, Heeley, Sheffield, Silver Buffer Feb 28 Pye-Smith & Barker, Sheffield  
 DE POTHONIER, CHARLES SLIGO, Upper Belgrave st, Banker Feb 22 Linklater & Co, Bond st, Walbrook  
 DEVEY, ROSE, Upper Norwood March 31 Clarke & Co, Graham House  
 DICKINSON, JOSHUA BRYAN, Didsbury, Lancs March 1 Tallent-Bateman & Thwaites, Manchester  
 EVANS, JAMES, Wimbledon Feb 17 Sprott & Morris, Shrewsbury  
 FENDALL, FRANCES ANNE, Southampton Feb 15 Sharp & Brain, Southampton  
 FULFORD, HENRY SMITH, Wyde Green, Warwick Feb 8 Restall, Birmingham  
 GARTSIDE, CHARLES, Ashton under Lyne, Solicitor Feb 10 Chorlton & Son, Manchester  
 GARTSIDE, MARY TAYLOR, Saddleworth, York Feb 10 Chorlton & Son, Manchester  
 GRANT, JOHN, Copthall av Dec 20 Lickfold, Copthall chmbrs, Telegraph st  
 HALL, MARY, Newcastle March 1 Peach & Tittley, Harrogate  
 HAMILTON, ANNE, Mollington, Chester Jan 31 Brasey, Chester  
 HIRST, DANIEL, Widnes, Contractor Feb 17 Peters, Widnes  
 HONEY, EDWARD SAMUEL, Ashford, Kent, Carter Feb 5 Kingsford & Drake, Ashford  
 ISHERWOOD, MATTHEW MARK, Clitheroe March 12 Lancaster, Clitheroe  
 JONES, LEWIS, Treocyon, nr Aberdare Feb 12 Jones, Mountain Ash  
 LANE, Mrs SUSAN ANNE, Bracknell, Berks March 1 Few & Co, Surrey st, Strand  
 LRA, JANE, Preston March 1 W & E Ascroft, Preston  
 MACLEAN, ARCHIBALD JOHN, Totton, Hants Feb 15 Maidment, Southsea  
 NAPIER, JOHN, Grosvenor sq Jan 26 Bannatyne & Co, Glasgow  
 RAY, EMMA, Macclesfield, Herbalist Feb 10 Daniel & Oldfield, Macclesfield  
 RENSHAW, JAMES ERNEST, South Kensington Feb 25 Fardell & Canning, Mitre chmbrs Temple  
 RUSTON, THOMAS, Doncaster Feb 28 East, Basinghall st  
 SAUNDERS, THOMAS, Falmouth Feb 20 Tyacke, Helston  
 SLACK, EDWARD, De Beauvoir Town March 1 Saxton & Son, Queen Victoria st  
 STEVENS, THOMAS, Chilton Stevenston, Berks March 12 Taylor & Taylor, New Broad st  
 STONER, ALFRED, Twickenham Feb 17 Mallam, Staple inn, Holborn  
 TORRENS, Dame BARBARA, Ashburton, Devonshire Feb 12 Tucker & Son, Ashburton  
 ULLMER, FREDERICK, Cross st, Farringdon rd Feb 19 Francis & Co, Telegraph st  
 WILLIS, WILLIAM, Great Grimsby Feb 1 Chatham & Son, Hull  
 WOMERSLEY, BENJAMIN, Wibsey, nr Bradford Feb 17 Clough, Cleckheaton

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JAN. 12.

## RECEIVING ORDERS.

ARTHUR, G F N, Piccadilly circus mansions, Shaftesbury  
High Court Pet Dec 11 Ord Jan 10  
ATKINSON, HENRY, Barnsley, Furniture Dealer Barnsley  
Pet Jan 9 Ord Jan 9  
BAILEY, ARTHUR, Amersham, Builder Aylesbury Pet  
Jan 10 Ord Jan 10  
BANCROFT, ERNEST JAMES, Darlington, Watchmaker  
Stockton on Tees Pet Jan 6 Ord Jan 6  
BANKS, GEORGE, Egham, Surrey, Builder Kingston, Surrey  
Pet Jan 10 Ord Jan 10  
BARNETT, EVAN, Llangennech, Carmarthen, Colliery  
Clerk Catherton Pet Jan 6 Ord Jan 6  
BELL, WILLIAM HENRY, and JOHN BENJAMIN MEESON,  
Shipton, Yorks, Rug Manufacturers York Pet Jan 8  
Ord Jan 8  
BORTONLEY, SIMON, Keighley, Yorks, Draper Bradford  
Pet Jan 9 Ord Jan 9  
BOUSFIELD, CUTHBERT PEACOCK, Bishop Auckland,  
Tailor Durham Pet Jan 8 Ord Jan 8  
CLARKE, GEORGE PLANE, St Leonard's on Sea, Carpenter  
Hastings Pet Jan 8 Ord Jan 8  
COLLINS, HENRY, Hackney, Sawyer High Court Pet  
Dec 21 Ord Jan 9  
COLMAN, CUBITT HENRY, New Southgate, Baker Edmon-  
ton Pet Jan 6 Ord Jan 6  
COULSON, SAMUEL, Leeds, Carling Agent Leeds Pet Jan 9  
Ord Jan 9  
CROSSLAND, HUMPHREY, Glossop, Tobacconist Ashton under  
Lyne Pet Jan 8 Ord Jan 8  
DAVIES, CHARLES, ALBERT DAVIES, and JOHN DAVIES,  
Bromsgrove, Worcester, Builders Worcester Pet Jan  
5 Ord Jan 5  
DAVIES, DAVID, Llangolman, Pembroke, Farmer Pembroke  
Dock Pet Jan 10 Ord Jan 10  
DAVIES, THOMAS, Neath Abbey, nr Neath, Collier Neath  
Pet Jan 8 Ord Jan 8  
DENSHAM, WILLIAM HENRY, Cheriton Fitzpaine, Devon,  
Licensed Victualler Exeter Pet Jan 9 Ord Jan 9  
DICKINSON, JOHN MAVIN, Holbeck, Leeds, Journeyman  
Potter Leeds Pet Jan 8 Ord Jan 8  
DUGDALE, WILLIAM DOUGLAS, Poole, Dorset, Manufacturer  
Poole Pet Jan 8 Ord Jan 8  
DYKE, WILLIAM, Beckbury, Salop, Builder Madeley Pet  
Jan 10 Ord Jan 10  
EVANS, JOHN, Abercromby, Glam, Airwayman Pontypridd  
Pet Jan 6 Ord Jan 6  
EVANS, WILLIAM HENRY, Kensington, Pianoforte Seller  
High Court Pet Jan 8 Ord Jan 8  
EVISON, EDWARD, Lincoln, Poultry Dealer Lincoln Pet  
Jan 8 Ord Jan 8  
EYERS, H & B, Southampton, Builders Southampton Pet  
Dec 21 Ord Jan 8  
FELLOWS, JOHN ARTHUR, Birmingham, Gun Stock Maker  
Birmingham Pet Jan 9 Ord Jan 9  
FORBIDKE, WILLIAM THOMAS, Swansea, Licensed Victualler  
Swansea Pet Jan 6 Ord Jan 6  
FRIEND, EDWARD COKE, Watling st, Commission Agent  
High Court Pet Jan 9 Ord Jan 9  
GARRIDE, JOHN, Huddersfield, Machinist Huddersfield  
Pet Dec 22 Ord Jan 5  
GERSHUCH, JOHN WILLIAM, Upper Holloway, Photographer  
High Court Pet Jan 10 Ord Jan 10  
GREETHAM, HARVEY, Worcester, Builder Worcester Pet  
Jan 8 Ord Jan 8  
HOOF, JOSEPH, Marden, nr Huddersfield, Tinplate Worker  
Huddersfield Pet Jan 9 Ord Jan 9  
HOWE, RICHARD GEORGE, Hartow, Builder St Albans  
Pet Jan 8 Ord Jan 8  
JAMES, EVAN, Bangor, Boot Dealer Bangor Pet Jan 2  
Ord Jan 2  
JONES, DAVID, Biscandylach, Glam, Labourer Pontypridd  
Pet Jan 6 Ord Jan 6  
JONES, WILLIAM, Criccieth, Carnarvon, Butcher Port-  
madoc Pet Jan 4 Ord Jan 4  
LEVY, JULIUS, Hackney, Cabinet Maker High Court Pet  
Dec 13 Ord Jan 10  
LIFTTON, HARRY, Trichenham Brentford Pet Jan 8  
Ord Jan 8  
LIFTTON, FLORA, Leeds, Game Dealer Leeds Pet Jan 8  
Ord Jan 8  
LLOYD, TOM, Kingston upon Hull, Carriage Builder  
Kingston upon Hull Pet Jan 8 Ord Jan 8  
MC EWE, JAMES WALKER, Aberdeen, Glam, Manufacturer  
Aberdeen Pet Jan 10 Ord Jan 10  
MC TAVISH, ALEXANDER, Weston, Bath, Engineer Bath  
Pet Jan 6 Ord Jan 6  
MOORE, JOHN, Shrewsbury, Cycle Agent Shrewsbury  
Ord Jan 8  
MOTTE, FREDERICK, Carlton Colville, Suffolk, Wheelwright  
St Yarmouth Pet Jan 9 Ord Jan 9  
PHILLIPS, EDWARD, Penzance, Grocer Truro Pet Jan 9  
Ord Jan 9  
PIPER, WILLIAM OPIE, Ashton under Lyne, Surgeon  
Ashton under Lyne Pet Jan 10 Ord Jan 10  
PRICE, ELIZABETH, Horney rd High Court Pet Dec 21  
Ord Jan 10  
PRITCHARD, WILLIAM, Llandudno, Plasterer Bangor Pet  
Jan 10 Ord Jan 10  
RODGERS, SAMUEL, Sheffield, Stonemason Sheffield Pet  
Jan 9 Ord Jan 9  
ROWDON, ALFRED, and ERNEST BYE BLACK, Chesnut,  
Herts, Engineers Edmonton Pet Jan 9 Ord Jan 9  
THOMAS, HENRY, Whitchurch, Glam, Grocer Cardiff  
Pet Jan 8 Ord Jan 8  
TREVIVIAN, EDWARD, and JOHN CALLIS, Perranarworthal,  
Cornwall, Steam Hauliers Truro Pet Jan 8 Ord  
Jan 8  
WALKER, JAMES HERBERT, Stockport, Provision Dealer  
Stockport Pet Jan 9 Ord Jan 9  
WALKER, JAMES HERBERT, Stockport, Provision Dealer  
Stockport Pet Jan 9 Ord Jan 9

WILLIAMS, DANIEL, Llywenny, nr Llanelly, Steel Worker  
Carmarthen Pet Jan 8 Ord Jan 8  
WOODYARD, ROBERT JOHN, Maldon, Essex, Builder  
Chelmsford Pet Jan 9 Ord Jan 9

## FIRST MEETINGS.

BARLOW, JOHN GEORGE, Stone, Stafford, Painter Jan 19 at  
11.30 Wright & Westhead, 1, Martin st, Stafford  
BAXTER, ALFRED THOMAS, Ilford, Essex, Auctioneer  
Jan 23 at 12 Off Rec, 95, Temple chambers, Temple av  
BEASLEY, CHARLES ROBERT, St Albans, Herts, Stockbroker  
Jan 23 at 11 Bankruptcy bldgs, Carey st  
BELL, WILLIAM HENRY, and JOHN BENJAMIN MEESON,  
Shipton, York, Rug Manufacturers Jan 23 at 12.15  
Off Rec, 38, Stonegate, York  
BENNETT, WALTER, Central Markets, Butcher Jan 19 at  
2.30 Bankruptcy bldgs, Carey st  
BRADFORD, FREDERICK, Leominster, Saddler Jan 22 at 10  
4, Corn sq, Leominster  
CLARK, JOHN, Luton, Bedford, Straw Hat Manufacturer  
Jan 20 at 11 Chamber of Commerce bldgs, 53, George  
st, Luton  
CLARKE, GEORGE PLANE, St Leonard's on Sea, Carpenter  
Jan 23 at 3 County Court Offices, 24, Cambridge rd,  
Hastings  
DAVIES, CHARLES, ALBERT DAVIES, and JOHN DAVIES,  
Bromsgrove, Builders Jan 20 at 12 45, Copenhagen  
st, Worcester  
DAVIES, DINGDAD JOHN, Rhyll, Flint, Schoolmaster Jan 19  
at 3.15 Crypt chambers, Eastgate row, Chester  
DENSHAM, WILLIAM HENRY, Cheriton Fitzpaine, Devon,  
Licensed Victualler Jan 23 at 10.30 Off Rec, 13,  
Bedford circus, Exeter  
DICKINSON, JOHN MAVIN, Holbeck, Leeds, Journeyman  
Potter Jan 19 at 11 Off Rec, 24, Park row, Leeds  
EVANS, WILLIAM HENRY, Ladbroke grove, Kensington,  
Pianoforte Seller Jan 19 at 12 Bankruptcy bldgs,  
Carey st  
EYERS, H & B, Southampton, Builders Jan 23 at 3.15  
Off Rec, 172, High st, Southampton  
FOOT, WALTER, Plymouth, Tailor Jan 23 at 11 Inns of  
Court Hotel, Holborn  
GARRIDE, JOHN, Huddersfield, Machinist Jan 22 at 12 Off  
Rec, 19, John William st, Huddersfield  
GILBERT, KATE, and ED THOMAS, Gloucester, Children's  
Outfitters Jan 20 at 12 Off Rec, Station rd, Gloucester  
HESLEY, THOMAS FRANCIS, Manchester, Engineering  
Draughtsman Jan 19 at 2.45 Off Rec, Byrom st,  
Manchester  
HEWITT, JOHN, Wheatley, nr Doncaster, Butcher Jan 19  
at 12 Off Rec, Fytch ln, Sheffield  
ILLINGWORTH, GEORGE ALBERT, Shipley, Builders' Merchant  
Jan 19 at 11 Off Rec, 31, Manor row, Bradford  
JAMES, EVAN, Bangor, Boot Dealer Jan 19 at 12 Crypt  
chambers, Eastgate row, Chester  
JONES, THOMAS, Hinchley, Leicesters, Builder Jan 19 at  
12.30 Off Rec, 1, Bertride st, Leicester  
JONES, WORDSWORTH EYWARD, Bourne, Lincoln Jan 19 at  
11.45 Law Courts, New rd, Peterborough  
MC PHEIL, ALEXANDER, Hastings, Boarding house Keeper  
Jan 23 at 2.30 County Court Offices, 24, Cambridge rd,  
Hastings  
MASTERS, THOMAS JAMES, Gt Grimsby Jan 19 at 11 Off  
Rec, 15, Osborn st, Gt Grimsby  
MOLLET, JAMES HENRY, Enfield, Builder Jan 22 at 3 Off  
Rec, 35, Temple chambers, Temple av  
MOORE, JOHN, Shrewsbury, Cycle Agent Jan 20 at 11.30  
Off Rec, 42, St John's hill, Shrewsbury  
PALMER, FRANCIS EDWARD, Halifax, Boot Dealer Jan 23  
at 12 Off Rec, Townhall chambers, Halifax  
PRICE, ROGER, Rhyll, Flint, Ironmonger Jan 19 at 2.15  
Crypt chambers, Eastgate row, Chester  
PURDOM, G H, South Lambeth rd, Olman Jan 19 at 12  
Bankruptcy bldgs, Carey st  
ROWLAND, A H, Copthall av, Accountant Jan 22 at 11  
Bankruptcy bldgs, Carey st  
STANGE, ALBERT CHARLES, Lombard st, Insurance Broker  
Jan 19 at 11 Bankruptcy bldgs, Carey st  
STANIER, FRANK JUSTICE, Cadogan gdns Jan 21 at 11  
Bankruptcy bldgs, Carey st  
THOMAS, JOHN, Clydach Vale, Glam, Collier Jan 19 at 3  
135, High st, Merthyr Tyfl  
THOMAS, JAMES RICE, Pembroke Dock, Builder Jan 23 at  
12.30 Temperance hall, Pembroke Dock  
THWAITE, DANIEL, Crosthwaite, Cumberland Jan 22 at 2.45  
Court house, Cockermouth  
TREVIVIAN, EDWARD, and JOHN CALLIS, Perranarworthal,  
Cornwall, Steam Hauliers Jan 22 at 12 Off Rec  
Boscawen st, Truro  
WALKER, FRANCIS, Liverpool, Baker Jan 24 at 12 Off  
Rec, 35, Victoria st, Liverpool  
WATKINS, THOMAS, Richard's Castle, Hereford, Publican  
Jan 22 at 10 4, Corn sq, Leominster

## ADJUDICATIONS.

ANDERSON, THOMAS, Hurstgreen, Sussex, Draper Hastings  
Pet Nov 29 Ord Jan 9  
BAILEY, ARTHUR, Amersham, Builder Aylesbury Pet Jan  
10 Ord Jan 10  
BANCROFT, ERNEST JAMES, Darlington, Watchmaker  
Stockton on Tees Pet Jan 6 Ord Jan 6  
BARNETT, EVAN, Llangennech, Colliery Clerk Carmarthen  
Pet Jan 6 Ord Jan 6  
BELL, WILLIAM HENRY, and JOHN BENJAMIN MEESON, Shipton,  
Yorks, Rug Manufacturers York Pet Jan 8 Ord  
Jan 8  
BENWELL, WALTER ALBERT, Stoke Newington, Provision  
Merchant Edmonton Pet Jan 9 Ord Jan 8  
BORTONLEY, SIMON, Keighley, Yorks Bradford Pet Jan 9  
Ord Jan 9  
BOUSFIELD, CUTHBERT PEACOCK, Bishop Auckland, Tailor  
Durham Pet Jan 8 Ord Jan 8  
COLMAN, CUBITT HENRY, New Southgate, Baker Edmonton  
Pet Jan 6 Ord Jan 6  
COULSON, SAMUEL, Leeds, Carling Agent Leeds Pet Jan  
9 Ord Jan 9  
CROSSLAND, HUMPHREY, Glossop, Tobacconist Ashton under  
Lyne Pet Jan 8 Ord Jan 8  
DALZIEL, WILLIAM, Newcastle on Tyne, Electrical Engineer  
Newcastle on Tyne Pet Nov 18 Ord Dec 20

DAVIES, CHARLES, ALBERT DAVIES, and JOHN DAVIES,  
Bromsgrove, Worcester, Builders Worcester Pet Jan  
5 Ord Jan 5  
DAVIES, DAVID, Llangolman, Pembroke, Farmer Pembroke  
Dock Pet Jan 10 Ord Jan 10  
DAVIES, DINGDAD JOHN, Rhyll, Flint, Schoolmaster Bangor  
Pet Jan 2 Ord Jan 9  
DAVIES, THOMAS, Neath Abbey, nr Neath, Collier Neath  
Pet Jan 8 Ord Jan 8  
DENSHAM, WILLIAM HENRY, Cheriton Fitzpaine, Devon,  
Licensed Victualler Exeter Pet Jan 9 Ord Jan 9  
DICKINSON, JOHN MAVIN, Holbeck, Leeds, Journeyman  
Potter Leeds Pet Jan 8 Ord Jan 8  
DYKE, WILLIAM, Beckbury, Salop, Builder Madeley Pet  
Jan 10 Ord Jan 10  
EVANS, JOHN, Abercromby, Glam, Airwayman Pontypridd  
Pet Jan 6 Ord Jan 6  
EVANS, WILLIAM HENRY, Kensington, Pianoforte Seller  
High Court Pet Jan 8 Ord Jan 8  
EVISON, EDWARD, Lincoln, Poultry Dealer Lincoln Pet  
Jan 8 Ord Jan 8  
EYERS, HENRY CHARLES, and BERTHAM CHARLES EYERS,  
Southampton, Builders Southampton Pet Dec 21  
Ord Jan 10  
FELLOWS, OSCAR ALFRED, and JOHN WILSON, Leicester,  
Boot Manufacturers Leicester Pet Dec 21 Ord  
Jan 9  
FORBIDKE, WILLIAM THOMAS, Swansea, Licensed Victualler  
Swansea Pet Jan 6 Ord Jan 6  
GARRIDE, JOHN, Huddersfield, Machinist Huddersfield  
Pet Dec 22 Ord Jan 5  
GREETHAM, HARVEY, Worcester, Builder Worcester Pet  
Jan 8 Ord Jan 8  
HART, DAVID, Hackney, Licensed Victualler High Court  
Pet Dec 9 Ord Jan 8  
HOOF, JOSEPH, Marden, nr Huddersfield, Tinplate Worker  
Huddersfield Pet Jan 9 Ord Jan 9  
JAMES, EVAN, Bangor, Boot Dealer Bangor Pet Jan 2  
Ord Jan 2  
JONES, DAVID, Penygraig, Glam, Labourer Pontypridd  
Pet Jan 6 Ord Jan 6  
JONES, WILLIAM, Criccieth, Carnarvon, Butcher Portmadoc  
Pet Jan 4 Ord Jan 4  
JUCKES, CHARLES, Trench Lock, nr Wellington, Salop,  
Grocer Madeley Pet Jan 3 Ord Jan 8  
KINSMAN, ALFRED FRANCIS, Saltash, Cornwall, Livery stable  
Keeper Plymouth Pet Nov 23 Ord Jan 9  
LIFTTON, FLORA, Leeds, Game Dealer Leeds Pet Jan 8  
Ord Jan 8  
LLOYD, TOM, Kingston upon Hull, Carriage Builder  
Kingston upon Hull Pet Jan 8 Ord Jan 9  
MC EWE, JAMES WALKER, Aberdeen, Glam, Manufacturer  
Aberdeen Pet Jan 10 Ord Jan 10  
MC PHEIL, ALEXANDER, Hastings, Boarding house Keeper  
Hastings Pet Dec 9 Ord Jan 9  
MC TAVISH, ALEXANDER, Weston, nr Bath, Engineer Bath  
Pet Jan 6 Ord Jan 6  
MOORE, JOHN, Shrewsbury, Cycle Agent Shrewsbury Ord  
Jan 10  
MORGAN, ROBERT CHILL, Leeds, Commission Agent Leeds  
Pet Dec 29 Ord Jan 8  
PHILLIPS, EDWARD, Penzance, Cornwall, Grocer Truro  
Pet Jan 9 Ord Jan 9  
PIPER, WILLIAM OPIE, Ashton under Lyne, Surgeon  
Ashton under Lyne Pet Jan 10 Ord Jan 10  
PRITCHARD, WILLIAM, Llandudno, Plasterer Bangor Pet  
Jan 10 Ord Jan 10  
RODGERS, SAMUEL, Sheffield, Stonemason Sheffield Pet  
Jan 9 Ord Jan 9  
ROWDON, ALFRED, and ERNEST BYE BLACK, Chesnut,  
Herts, Engineers Edmonton Pet Jan 9 Ord Jan 9  
THOMAS, HENRY, Whitchurch, Glam, Grocer Cardiff  
Pet Jan 8 Ord Jan 8  
TREVIVIAN, EDWARD, and JOHN CALLIS, Perranarworthal,  
Cornwall, Steam Hauliers Truro Pet Jan 8 Ord  
Jan 8  
WALKER, JAMES HERBERT, Stockport, Provision Dealer  
Stockport Pet Jan 9 Ord Jan 9  
WALKER, WILLIAM GEORGE, Penarth, Glam, Baker Cardiff  
Pet Jan 2 Ord Jan 8  
WEBB, FREDERICK TOBIAS, Leeds Leeds Pet Dec 8 Ord  
Jan 8  
WILLIAMS, DANIEL, Llywenny, nr Llanelly, Steel Worker  
Carmarthen Pet Jan 8 Ord Jan 8  
WRIGHT, RALPH, South Shields, Bootmaker Newcastle on  
Tyne Pet Dec 1 Ord Jan 6

London Gazette.—TUESDAY, JAN. 16.

## RECEIVING ORDERS.

ALDAN, FRED ELLIS, Sheffield, Boot Dealer Sheffield Pet  
Dec 11 Ord Jan 12  
APPLEYARD, THOMAS HENRY, Burdcroft, nr Conisbrough,  
Yorks, Miller Sheffield Pet Jan 13 Ord Jan 13  
ARGALL, MARY ROBERTS, Stamford hill, Milliner High  
Court Pet Jan 13 Ord Jan 12  
ARTHUR, JOHN LEMUEL, Cwmdauidwr, Radnor, Draper  
Newtown Pet Jan 12 Ord Jan 12  
AYRE, OWEN, Highampton, Devon, Carpenter Plymouth  
Pet Jan 12 Ord Jan 13  
BARBATT, JOHN, Folkestone, Clothier Canterbury Pet  
Jan 13 Ord Jan 13  
BECK, GEORGE, Halifax, Grocer Halifax Pet Jan 12 Ord  
Jan 12  
BEER, WILLIAM ARTHUR, HERBERT BEER, and JAMES  
WILLIAM HARDMAN, Market Harborough, Leicester,  
Clothiers Leicester Pet Jan 13 Ord Jan 13  
BRADLEY, GEORGE FREDERICK, Moseley, Worcester, Iron-  
monger Birmingham Pet Jan 13 Ord Jan 13  
BURDITT, DAVID, Cheriton, nr Folkestone, Coal Merchant  
Canterbury Pet Dec 20 Ord Jan 11  
CHATTERTON, WILLIAM, Knaresborough, Fork Butcher  
York Pet Jan 11 Ord Jan 11  
COLE, EDWARD HENRY, Leeds Leeds Pet Jan 10 Ord  
Jan 10  
DAVIS, HARRY LESLIE, Blackfriars rd, Printer High Court  
Pet Jan 12 Ord Jan 12  
DOEL, JOHN, Swansea, Tailor Swansea Pet Dec 80 Ord  
Jan 12  
EILLOT, THOMAS, Bristol, Clerk Bristol Pet Jan 13 Ord  
Jan 12



GIDLOW, EDGAR JOHN TURTON, Hulme, Manchester, Potted Meat Maker Manchester Pet Jan 11 Ord Jan 11  
 GREEN, HENRY, Sudbury, nr Harrow, Farmer St Albans Pet Jan 10 Ord Jan 10  
 GREENWOOD, P. A., Charing Cross rd, Licensed Victualler High Court Pet Dec 7 Ord Jan 12  
 HARRINGTON, JAMES, Great George st, Westminster, Licensed Victualler High Court Pet Jan 12 Ord Jan 12  
 HARRISON, WILLIAM, Salford, Birmingham, Cycle Lamp Manufacturer Birmingham Pet Jan 12 Ord Jan 12  
 HAWKINS, THOMAS WILLIAM, Cathays, Cardiff, Plasterer Cardiff Pet Jan 12 Ord Jan 12  
 HOLDEN, RICHARD, Blackpool, Estate Agent Preston Pet Dec 30 Ord Jan 12  
 HOLLINGSHEAD, CYRIL, Willenden Green, Dyer High Court Pet Jan 11 Ord Jan 11  
 IRELAND, THOMAS CLEARY, Sedburgh, York, Butcher Kendal Pet Jan 13 Ord Jan 13  
 JAYONS, JAMES, Lxworth, Suffolk, Butcher Bury St Edmunds Pet Jan 11 Ord Jan 11  
 JONES, THOMAS DAVID, Llangynydd, Glam Cardiff Pet Jan 11 Ord Jan 11  
 JOSEPH, NISSAN, Sunderland, Engraver Sunderland Pet Dec 29 Ord Jan 12  
 MARTIN, ARTHUR, Bexhill on Sea, House Agent's Clerk Hastings Pet Jan 11 Ord Jan 11  
 MATTHEWS, FREDERICK, Aberavon, Builder Neath Pet Dec 21 Ord Jan 11  
 MOORE, JAMES WILLIAM, Ryde, Labourer Newport Pet Jan 11 Ord Jan 11  
 NOLAN, J., Clapham Wandsworth Pet Dec 14 Ord Jan 11  
 ODAMS, HENRY DODSON, Kingston upon Hull Kingston upon Hull Pet Jan 12 Ord Jan 12  
 PHILLIPS, HARRY, Handsworth, Hairdresser's Assistant Birmingham Pet Jan 12 Ord Jan 12  
 PITCHER, CHARLES WALTER, Gt Yarmouth, Fish Dealer Gt Yarmouth Pet Jan 13 Ord Jan 13  
 PUGH, JOSEPH, Wrexham, Builder Wrexham Pet Jan 9 Ord Jan 9  
 RICHARDS, GEORGE ALBERT, Lanreath, Cornwall, Farmer Plymouth Pet Jan 11 Ord Jan 11  
 RICHARDS, THOMAS, South Brent, Devon, Flock Manufacturer Plymouth Pet Jan 12 Ord Jan 12  
 RIGLEY, WILLIAM, East Kirkby, Notts, Builder Nottingham Pet Jan 12 Ord Jan 12  
 ROBINSON & DICK, Newcastle on Tyne, Engineers Newcastle on Tyne Pet Jan 2 Ord Jan 12  
 SANDERS, H. O. L., Gracechurch st, Consulting Actuary High Court Pet Dec 19 Ord Jan 11  
 SAYER, WILLIAM HENRY, Woolpit, Suffolk, Grocer Bury St Edmunds Pet Jan 12 Ord Jan 12  
 SEITZ, GEORGE, Bradford, Pork Butcher Bradford Pet Jan 11 Ord Jan 11  
 SHILOOCK, JOHN WILLIAM, New Southgate, Cycle Maker Edmonton Pet Jan 11 Ord Jan 11  
 SINGLETON, HENRY, and WALTER LAWRENCE, Sidcup, Kent, Fishmongers Croydon Pet Jan 9 Ord Jan 9  
 SUMMERS, EDWARD GEORGE, Gravesend, Kent, Wholesale Fruit Salesman Rochester Pet Jan 11 Ord Jan 11  
 THOMAS, WILLIAM, Treherbert, Glam, Milk Vendor Pontypidd Pet Jan 13 Ord Jan 13  
 TRICK, ALFRED, Roath, Cardiff, Builder Cardiff Pet Jan 12 Ord Jan 12  
 VARTY, CALVERT, Cowes, I of W, Grocer Newport Pet Jan 12 Ord Jan 12  
 VETTY, VICTOR, Victoria st High Court Pet Nov 25 Ord Jan 11  
 VINALL, ERNEST, Eastbourne, Architect Eastbourne Pet Nov 6 Ord Jan 11  
 WAGHT, ARTHUR, East Stour, Dorset, Miller Salisbury Pet Jan 12 Ord Jan 12

## FIRST MEETINGS.

ARTHUR, G. F. N., Conduit st Jan 23 at 12 Bankruptcy bldgs, Carey st  
 BASSETT, EVAN, Llangennech, Carmarthen, Colliery Clerk Jan 24 at 12 Off Rec, 4, Queen st, Carmarthen  
 BEDELLA, FRANCIS HENRY, Nottingham, Coal Agent Jan 24 at 12 Off Rec, 4, Castle pl, Park street, Nottingham  
 BOUSFIELD, CUTHBERT FRACOCK, Bishop Auckland, Durham, Tailor Jan 23 at 12.30 Three Tuns Hotel, Durham  
 BOTTOMLEY, SIMON, Kelghley, Yorks, Draper Jan 24 at 12 Off Rec, 31, Manor row, Bradford  
 CHATTERTON, WILLIAM, Knaresborough, Pork Butcher Jan 23 at 11.15 Off Rec, 23, Stonegate, York

COLLINS, HENRY, Hackney, Sawyer Jan 25 at 12 Bankruptcy bldgs, Carey st  
 COULSON, SAMUEL, Leeds, Carting Agent Jan 24 at 12 Off Rec, 22, Park row, Leeds  
 CROSSLEY, HUMPHREY, Glossop, Derby, Tobaccoist Jan 24 at 2.30 Off Rec, Byrom st, Manchester  
 DAVIS, THOMAS, Neath, Glam, Collier Jan 23 at 12 Off Rec, 31, Alexandra rd, Swansea  
 DAVIS, HARRY LESLIE, Brockley, Kent, Printer Jan 23 at 11 Bankruptcy bldgs, Carey st  
 DIBBLE, ROBERT, Banwell, Somerset, Farmer Jan 24 at 1 Off Rec, Baldwin st, Bristol  
 DUGDALE, WILLIAM DOUGLAS, Poole, Dorset, Manufacturer Jan 24 at 12 Off Rec, Endless st, Salisbury  
 FARNS, FREDERICK WILLIAM, Sutton Coldfield, Warwick, Commission Agent Jan 24 at 11 174, Corporation st, Birmingham  
 FORBES, WILLIAM THOMAS, Swansea, Licensed Victualler Jan 23 at 12.30 Off Rec, 31, Alexandra rd, Swansea  
 FRIEND, EDWARD COKE, Watling st, Commission Agent Jan 24 at 2.30 Bankruptcy bldgs, Carey st  
 GIDLOW, EDGAR JOHN TURTON, Hulme Manchester, Potted Meat Maker Jan 24 at 3 Off Rec, Byrom st, Manchester  
 GORBUCH, JOHN WILLIAM, Upper Holloway, Photographer Jan 23 at 12 Bankruptcy bldgs, Carey st  
 GREEN, HENRY, Sudbury, nr Harrow, Farmer Jan 25 at 12 Off Rec, 95, Temple chmbrs, Temple av  
 GRUBHAM, HARVEY, Worcester, Builder Jan 25 at 11 45, Copenhagen st, Worcester  
 HAROLD, FREDERICK CLARKSON, Bowes Park, Clerk Jan 24 at 3 Off Rec, 95, Temple chmbrs, Temple av  
 HODGETTS, OWEN, West Bromwich, Traveller Jan 30 at 2 County Court, West Bromwich  
 HOLLINGSHEAD, CYRIL, Willenden Green, Dyer Jan 24 at 11 Bankruptcy bldgs, Carey st  
 HOOP, JOSEPH, Marsden, nr Huddersfield, Tinplate Worker Jan 24 at 19 Off Rec, 19, John William st, Huddersfield  
 HOPTON, ALFRED JAMES, Preston, Printer Jan 24 at 2.30 Off Rec, 14, Chapel st, Preston  
 HUNTLEY, HERBERT WALTER, Cardiff, Grocer Jan 24 at 11.30 117, St Mary st, Cardiff  
 HURRELL, ERNEST A., Maldon, Essex Jan 25 at 12 Off Rec, 95, Temple chmbrs, Temple av  
 JESSOP, HARRY, Whitwick, Leicester, Builder Jan 23 at 3.15 Midland Hotel, Station st, Burton on Trent  
 JONES, WILLIAM, Criccieth, Carnarvon, Butcher Jan 29 at 11.30 Sportsman Hotel, Portmadoc  
 JONES, WILLIAM, Hathfield, Devon, Farmer Jan 26 at 11 6, Athenium terr, Plymouth  
 LEVY, JULIUS, Hackney, Cabinet Maker Jan 23 at 11 Bankruptcy bldgs, Carey st  
 LEPTROT, FLORA, Leeds, Game Dealer Jan 24 at 11 Off Rec, 22, Park row, Leeds  
 LLOYD, TOM, Kingston upon Hull, Carriage Builder Jan 23 at 11 Off Rec, Trinity House ln, Hull  
 MCTAVISH, ALEXANDER, Weston, nr Bath, Engineer Jan 24 at 12.45 Off Rec, Baldwin st, Bristol  
 MARTIN, ARTHUR, Bexhill on Sea, House Agent's Clerk Jan 23 at 3.30 County Court Office, 34, Cambridge rd, Hastings  
 MARTIN, EDWARD HANSON, Burnley, L Assurance Agent Jan 26 at 12.30 Exchange Hotel, Nicholas st, Burnley  
 ODAMS, HENRY DODSON, Kingston upon Hull Jan 23 at 11.30 Off Rec, Trinity House ln, Hull  
 PHILLIPS, EDWARD, Penzance, Grocer Jan 24 at 12 Off Rec, Boscawen st, Truro  
 RICHARDS, GEORGE ALBERT, Lanreath, Cornwall, Farmer Feb 1 at 11 6, Athenium terr, Plymouth  
 RICHARDS, JOHN, Bristol Jan 24 at 12 Off Rec, Baldwin st, Bristol  
 RIDDER, FREDERICK DENNING, Combe Down, nr Bath, Baker Jan 24 at 12.30 Off Rec, Baldwin st, Bristol  
 ROWDON, ALFRED, and ERNEST RYE BLACK, Cheahunt, Hertford, Horticultural Builders Jan 24 at 12 221, Temple chmbrs, Temple av  
 WALKER, HARRY WILLIAM, Nottingham Jan 23 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
 WARBRICK, ROBERT, St Anne's on the Sea, Lancs, Plumber Jan 24 at 9 Off Rec, 14, Chapel st, Preston  
 WARRER, WILLIAM GEORGE, Penarth, Glam, Baker Jan 24 at 11 117, St Mary st, Cardiff  
 WATKIN, JOSEPH MEIR, Cobridge, Staffs, Brick Manufacturer Jan 23 at 11.30 Off Rec, King st, Newcastle under Lyme  
 WILLIAMS, DANIEL, Llynwendy, nr Llanelly, Steel Worker Jan 24 at 12.30 Off Rec, 4, Queen st, Carmarthen

## ADJUDICATIONS.

APPLEYARD, THOMAS HENRY, Burdcroft, Yorks, Miller Sheffield Pet Jan 13 Ord Jan 13  
 AYRE, OWEN, Highampton, Devon, Carpenter Plymouth Pet Jan 12 Ord Jan 12  
 BARRATT, HARRY, Folkestone, Clothier Canterbury Pet Jan 13 Ord Jan 13  
 BECK, GEORGE, Halifax, Grocer Halifax Pet Jan 12 Ord Jan 12  
 BEER, WILLIAM ARTHUR, HERBERT BEER, and JAMES WILLIAM HARDMAN, Market Harborough, Leicester, Clothiers Leicester Pet Jan 13 Ord Jan 13  
 CASTLE, WILLIAM, and HENRY CASTLE, Southwark Bridge rd, Builders High Court Pet Dec 28 Ord Jan 11  
 CHATTERTON, WILLIAM, Knaresborough, Fork Butcher York Pet Jan 11 Ord Jan 11  
 CLARKE, GEORGE PLANE, St Leonard's on Sea, Carpenter Hastings Pet Jan 8 Ord Jan 11  
 COLE, EDWARD HENRY, Leeds Leeds Pet Jan 10 Ord Jan 10  
 DAVIS, HARRY LESLIE, Blackfriars rd, Printer High Court Pet Jan 12 Ord Jan 12  
 DOUSE, THOMAS RALPH, Billiter bldgs High Court Pet Aug 1 Ord Jan 12  
 GIDLOW, EDGAR JOHN TURTON, Hulme, Manchester, Potted Meat Maker Manchester Pet Jan 11 Ord Jan 11  
 GREEN, HENRY, Sudbury, nr Harrow, Farmer St Albans Pet Jan 10 Ord Jan 10  
 HARRINGTON, JAMES, Great George st, Licensed Victualler High Court Pet Jan 12 Ord Jan 12  
 HOLLINGSHEAD, CYRIL, Willenden Green, Dyer High Court Pet Jan 11 Ord Jan 11  
 HURRELL, ERNEST A., Maldon, Essex Chelmsford Pet Dec 18 Ord Jan 10  
 IRELAND, THOMAS CLEARY, Sedburgh, York, Butcher Kendal Pet Jan 13 Ord Jan 13  
 JAYONS, JAMES, Lxworth, Suffolk, Butcher Bury St Edmunds Pet Jan 11 Ord Jan 11  
 LEVY, JULIUS, Hackney, Cabinet Maker High Court Pet Dec 13 Ord Jan 13  
 MARTIN, ARTHUR, Bexhill on Sea, Sussex, House Agent's Clerk Hastings Pet Jan 11 Ord Jan 13  
 MOORE, JAMES WILLIAM, Ryde, I W, Labourer Newport Pet Jan 11 Ord Jan 11  
 ODAMS, HENRY DODSON, Kingston upon Hull Kingston upon Hull Pet Jan 12 Ord Jan 12  
 PAYTELL, FRANCIS BEVILLE DE FOE, Catford, Kent, Electrical Engineer Greenwich Pet Oct 5 Ord Jan 13  
 PITCHER, CHARLES WALTER, Gt Yarmouth, Fish Dealer Gt Yarmouth Pet Jan 13 Ord Jan 13  
 PUGH, JOSEPH, Wrexham, Builder Wrexham Pet Jan 9 Ord Jan 9  
 PURDON, GEORGE HENRY, South Lambeth rd, Oilman High Court Pet Dec 8 Ord Jan 12  
 RICHARDS, GEORGE ALBERT, Lanreath, Cornwall, Farmer Plymouth Pet Jan 11 Ord Jan 11  
 RICHARDS, THOMAS, South Brent, Devon Flock Manufacturer Plymouth Pet Jan 12 Ord Jan 12  
 SAYER, WILLIAM HENRY, Woolpit, Suffolk, Grocer Bury St Edmunds Pet Jan 12 Ord Jan 12  
 SEITZ, GEORGE, Bradford, Pork Butcher Bradford Pet Jan 11 Ord Jan 11  
 SHILOOCK, JOHN WILLIAM, New Southgate, Cycle Maker Edmonton Pet Jan 11 Ord Jan 11  
 SPIERS, EDWIN ROBERT, Waterloo pl, Insurance Agent High Court Pet Nov 21 Ord Jan 13  
 SUMMERS, EDWARD GEORGE, Gravesend, Kent, Wholesale Fruit Salesman Rochester Pet Jan 11 Ord Jan 11  
 THOMAS, WILLIAM, Treherbert, Glam, Milk Vendor Pontypidd Pet Jan 13 Ord Jan 13  
 WALKER, HARRY, Market Harborough, Grocer Leicester Pet Jan 13 Ord Jan 13  
 WATKINS, JOSEPH, and STUART FIELD BYGRAVE, West Smithfield, Provision Merchants High Court Pet Dec 7 Ord Jan 12  
 WRIGHT, ARTHUR, East Stour, Dorset, Miller Salisbury Pet Jan 12 Ord Jan 12  
 WYMAN, WILLIAM, Chelsea, Traveller High Court Pet Nov 24 Ord Jan 10

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